THE VILLAGE OF DEXTER VILLAGE COUNCIL MEETING MONDAY March 26, 2007

Dexter Senior Center, 7720 Dexter Ann Arbor Road

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL: President Seta
- J.Carson
- P. Cousins
- S. Keough

- J. Semifero
- R. Tell
- D. Fisher

- C. APPROVAL OF THE MINUTES
 - 1. Regular Council Meeting Minutes March 12, 2007

Page#1-5

D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)

John Coy- Chairman of the City Study Committee
Reference item L-1

Gary Gochanour- City Study Committee member

- E. APPROVAL OF AGENDA:
- F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

None

"This meeting is open to all members of the public under Michigan Open Meetings Act."

G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives

H. COMMUNICATIONS:

- 1. Report-Provision of Municipal Services Webster Twp. October 2006
- 2. County Clean-up Day Saturday, May 5th 2007

Page#7-22

I. REPORTS:

- Washtenaw County Sheriff Department- Lieutenant Filipiak
 Reports: December 2006, January & February 2007
 Trends Report 1991-2006
 Page#23-66
- 2. Board and Commission Reports
 Park Board Report-Chairman Alan Green
- 3. Subcommittee Reports
- 4. Village Manager Report

Page#67-78

5. President's Report

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills & Payroll in the amount of: \$220,841.04

Page#79-84

K. OLD BUSINESS- Consideration and Discussion of:

1. Consideration of: Status of the Village's remaining contribution to the DAHS&M purchase of the Gordon Hall Property

Postponed from the March 12, 2007 meeting Page#85-93

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Recommendation to accept the City Study Committee "Final Report" and take the next steps toward City status.

Page#95-117

2. Consideration of: Tree Board recommendation to award the Spring 2007 Tree
Planting bid to Ann Arbor Landscaping an amount not to exceed
\$15,000

Page#119-122

3. Consideration of: Recommendation from Park Board to purchase signage for the Community Park in an amount not to exceed \$2,500

Page#123-126

4. Consideration of: Authorization to enter into an agreement on the Smith Woods and Miller Preserve Shared Parking and Signage Agreement

Page#127-142

5. Discussion of: Village Office Preliminary Site Analysis- This discussion will include purchase of Real Estate.

MOTION TO GO INTO CLOSED SESSION: To discuss purchase of real estate as it relates to the site analysis for Village Offices. Closed Session is requested in accordance with the Open Meetings Act, Section MCL 15.268 sec. 8(d).

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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М.	COUNCIL COMMENTS		,
N.	NON-ARRANGED PARTICIPATION		
Same as	item F. Those addressing the Council will state their name, and address per participant or 10-minutes for group representatives.	. This section is limited to 5-	

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O.

ADJOURNMENT:

REGULAR MEETING A MONDAY, MARCH 12, 2007

AGENDA 3-26-07 ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Seta in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL:

S. Keough

J. Semifero J. Carson

D. Fisher

P. Cousins

J. Seta

R. Tell

C. APPROVAL OF THE MINUTES

Minutes of the Regular council meeting of February 26, 2007 with the correct amount under CONSENT AGENDA for bills and payroll and under subcommittee reports, facilities subcommittee meeting- attending were Seta, Dettling, Keough, Lobdell, and Hanifan.

Motion Fisher; support Semifero to approve the minutes as amended.

Ayes: Cousins, Fisher, Keough, Semifero, Tell, Carson, Seta.

Nays: none Motion carries

D. PREARRANGED PARTICIPATION

SEMCOG- Amy Malmer & Karen Wieber

Mike Nestor of 2777 Bent Tree Drive- Annexation Discussion re: 1981 Agreement

E. APPROVAL OF THE AGENDA

Motion Tell, support Semifero to approve the agenda as amended to exclude Item L. 1 under NEW BUSINESS Discussion of: Long Term Resolution of the Stability of Gordon Hall.

Ayes: Keough, Semifero, Tell, Carson, Fisher, Cousins, Seta.

Nays: none Motion carries

F. PUBLIC HEARINGS

None

G. NON-ARRANGED PARTICIPATION:

- 1. Mark Ouimet, County Commissioner
 Judge Dexter's picture to historical Society
 Road patrol issue, negotiations positive- resolution imminent, 3 weeks
 reimbursements for jail millage election, lessen costs to townships
 offers assistance with annexation issues
- 2. Mark Roberts of 8415 Sandfield Ct., has problems with items 2 and 3 under new business, consents to entry license agreement with the Dexter Community Schools, and design standard engineering service agreement with Jones & Henry Engineers, Ltd.
- 3. Katherine Mavison of 7857 BakersHts. Ct., not in favor of annexation.
- 4. Jeff Surface of 8447 Baker's Ct., not in favor of annexation.
- 5. Jerry Brand of 2821 Bent Tree Drive, not in favor of annexation.
- 6. Mercedes Barcia of 8439 Sandfield ct., can't afford to be annexed.

H. COMMUNICATIONS:

- 1. Public Policy Brief- January 25, 2007
- 2. MEDA- certified Business Park Program- February 21, 2007
- 3. CAPT-DART 2007 Meeting dates
- 4. Department of State- conditional Transfer Acknowledgement 2-16-07
- 5. WCSD letter of commendation 3-3-07

I. REPORTS

- 1. Department of Public Services- Ed Lobdell
 - November and December 2006 and January and February 2007
- 2. Community Development Manager- Allison Bishop
- 3. Board and Commission Reports
 - Main St. Bridge/Dam Meeting 2-27-07 update.
- 4. Subcommittee Reports
 - City Study Packet- March 7, 2007

- 5. Village Manager Report
 - Mrs. Dettling submits her report as per packet.
- 6. President's report
 - DDA Meeting 3-8-07, members not happy that DDA budget and expenditures must go through Village office.

J.CONSENT AGENDA

- 1. Consideration of: Bills and Payroll in the amount of \$329,154.94
- 2. Consideration of: Request from the American Legion Post 557 to offer poppies on the sidewalks of Dexter-Friday, May 18 and Saturday, May 19th.
- 3. Consideration of: Request from the American Legion post 557 for permission to host the 59th annual Memorial Day parade and festivities on May 28, 2007.
- Consideration of: Request from the Knights of Columbus to conduct this year's Tootsie Roll Drive on Friday, March 30th, Saturday, March 31st and Sunday, April 1st, 2007.
- 5. Consideration of: Request for the Conditional Approval from the Director of the DXA2 run to conduct the Dexter Ann Arbor Run on Sunday, June 3, 2007.

Motion Fisher, support Semifero to approve the consent agenda as presented...

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Keough, Seta.

Nays: None Motion carries

K.OLD BUSINESS-Consideration and Discussion of:

1. Consideration of: 1981 Promulgation of annexation Agreement.

Scio Township Letter Jim Seta email OHM cost estimate updates

Motion Fisher, support Keough to postpone indefinitely the consideration of the 1981 Promulgation agreement and if/when the topic comes up for consideration, the appropriate Baker's Hts. and Bates Farms parties will be so informed.

Ayes: Tell, Carson, Cousins, Keough, Fisher, Semifero, Seta.

Nays: none Motion carries

L. NEW BUSINESS-Consideration of and Discussion of:

 Consideration of: Annual Membership in SEMCOG- 2007 Membership dues \$880 and the 2007 Designed Management Agency Service Charge for the Water Quality Management Plan Membership fee \$110.

Motion Semifero, support Keough to approve the annual membership in SEMCOG for \$880 and service charge for the Quality Management Plan Membership fee, \$110.

Ayes: Carson, Cousins, Fisher, Keough, Semifero, Tell, Seta.

Nays: none Motion carries

2. Consideration of: Authorization to enter into "consent to entry on license" agreement with the Dexter Community Schools.

Motion Semifero, support Keough to approve the authorization to "consent to entry on license" agreement with the Dexter Community Schools.

Ayes: Cousins, Fisher, Keough, Semifero, Tell, Carson, Seta.

Nays: none Motion carries

3. Consideration of: Authorization to enter into a "design Standard Engineering Service Agreement "with Jones & Henry Engineers, ltd. and accept a preliminary Scope of work not to exceed \$13,500

Motion Carson, support Cousins to approve the authorization to enter into a "design standard engineering service agreement" and accept a preliminary scope of work not to exceed \$13,500

Ayes: Keough, Semifero, Tell, Carson, Fisher, Cousins, Seta.

Nays: none Motion carries

- 4. Discussion of: Village Contribution for Gordon Hall
 - a. UMRC to pay off mortgage on rest of property?
 - b. UMRC needed more property
 - c. detention basin question
 - d. easement for viaduct?
 - e. will UMRC sign a development agreement guaranteeing open space?

M. COUNCIL COMMENTS

Semifero Allison PUD ordinance to planning on website?

Marie, re: impact of changes in tax revenue for budgeting

Carson CART/DART NO MEETING

Cousins BOTH RECENT CONCERTS IN Village were outstanding

Boyle n

Keough can Allison help with contacting Westridge officials

Fisher should publish village Council meeting minutes, think about it Tell would like DART agenda, does not think it is a FOIA problem

N. NON-ARRRANGED PARTICIPATION

Roya Suti of Sandfield Ct., fire and ambulance service good, does not need to be annexed

Julie Stilber of 8412 Sandfield Ct should publish minutes and fire and ambulance service is good.

Mike Nestor, if we want to be annexed, we'll ask you!

Mr. Darr, rebuts several comments made regarding what benefits Village offers.

Mark Roberts questions using a Toledo firm for engineering services also questions "consent to entry" agreement with schools Did Village of Dexter meet with Scio personnel to establish common zones of interest re: 1995 resolution of mutual cooperation?

Jerry Brand thanks Council for listening attentively.

O. ADJOURNMENT

Motion Cousins, support Fisher to adjourn at 10:15 Unanimous voice vote

Respectfully submitted,

David F. Boyle Clerk, Village of Dexter

Approved for Filing:_____

AGENDA 3-26-67 ITEM H-1 & 2

REPORT ON ALTERNATIVES FOR THE PROVISION OF MUNICIPAL SERVICES WEBSTER TOWNSHIP, MI

October 2006

prepared by
Webster Township Municipal Services Committee

COMMITTEE BACKGROUND AND INTRODUCTION

The Webster Township Municipal Services Committee was appointed in late 2005 as an Ad-Hoch Committee of the Webster Township Planning Commission. The Committee's charge was to explore and report to the Planning Commission concerning the various possibilities for water and waste water treatment facilities other than the traditional single-site drainfield/wells and the "package plants" which serve multiple residences, but which the Township's Master Plan has described as undesirable.

The Committee was appointed by the Township Supervisor and is constituted of Steve Bemis, a member of the public who served as Secretary; Scott Betzoldt, a civil engineer who served as Chair; Gerry Calhoun, a member of the Planning Commission; Bill Ince, a resident of Scio Township who serves on the Loch Alpine Sanitary Authority Board; John Kingsley, Webster Township Supervisor (non-voting); Ross Martin, a member of the public; and Paul Zalucha, a member of the Planning Commission. The Committee met eight (8) times in January, February, March, April, July, August, September, and October, 2006. Although no votes were taken and hence no formal Minutes were maintained, notes concerning the Committee's deliberations were kept to assist us, and they are attached as issued by the Secretary (see Appendix). The Committee's deliberations, and this Report, were conducted and prepared by consensus, although provision for minority viewpoints is permitted since we view our job as getting all relevant information to the Planning Commission to assist it in its work.

The agendas of the meetings included discussion and reports by the Committee members on issues that we wished to research. Presentations from outside agencies were given on two (2) occasions.

The January meeting was organizational. The February meeting was largely devoted to discussion of the pros and cons of providing municipal services. The March meeting involved a review of the Township Master Plan and associated maps. The April meeting was devoted to a discussion with representatives of the Village of Dexter and its wastewater treatment and water supply facilities. May and June were skipped. The July meeting was devoted to a discussion of the Loch Alpine wastewater treatment and water supply facilities. The August meeting was devoted to reviewing the various presentations and discussion. The September and October

meetings were devoted to discussion and preparation of the Committee's Report to the Planning Commission.

ANALYSIS OF ALTERNATIVES

The Committee reviewed the current Webster Township Master Plan and understands that the Township would like to provide for housing options that fit all ranges of density and allow for a balanced density within the Township. The Master Plan Map designates two Urban Residential Districts located in two distinct areas along the south end of the Township where existing land uses are similar and the road infrastructure exists to service this density.

The Committee identified five (5) possible alternatives for the provision of sanitary sewer (and possibly water) to new higher density developments. Those options include the following:

- Services from the Village of Dexter
- Services from the Portage-Base Lake Sewer System
- Services from Loch Alpine Sewer Authority
- Services from the Northfield Township Sewer System
- Develop a Township-owned and operated system

Additionally, the Committee felt that a sixth option should not be ignored. This option would be to do nothing at all to lay the groundwork for the expansion of municipal services further into the Township. The Committee researched and discussed all six options and has presented a written summary of those findings in this report.

Extend Services from the Village of Dexter

The Committee met with representatives from the Village of Dexter at the April 20, 2006 Regular Meeting to discuss options and possibilities of extending further services from the Village of Dexter. In attendance from the Village were Ed Lobdell, Superintendent of Public Services and Shawn Keogh, Village Trustee. Mr. Lobdell presented the Committee with an excellent summary of the physical loads and capabilities of the existing Village wastewater treatment plant. The most relevant points of interest regarding the plant are as follows:

- The existing plant, which was built in 1969 operates at approximately 0.40 million gallons per day (mgd). The plant has an average day flow capacity of 0.58 mgd.
- During wet weather conditions, infiltration and inflow (leaks), into the system cause the flows to balloon up to 1.60 mgd and treatment quality is compromised.
- The Village estimates that they have the plant capacity to serve approximately 400 additional Residential Equivalency Units (REUs). However, some upgrades would have to be made to the plant to reach that number.
- A significant issue for the Dexter Plant and any expansion is the fact that the plant is essentially land locked by the Huron River and the railroad grade. This means that any significant expansion of service would require the upgrading of the whole process and plant to a totally different and newer technology that does not demand the same land area as the system that is currently in operation. The cost of such improvement is in the \$7,000,000 to \$10,000,000 range.
- Parts of Webster Township are currently being served by the Village of Dexter for sewer
 and water. This is accomplished through an act 425 Agreement between the
 municipalities. These properties are located in the southwest corner of the Township.
 The properties that are located north of the Huron River are serviced by the lift station
 that was designed to pick-up Loch Alpine at some point.

Shawn Keogh, Village of Dexter Trustee, provided the Committee with a review of the Act 425 Agreement(s) along with a map showing the properties and the conditions of the 425 Agreement. The most relevant points of interest regarding the Act 425 Agreement(s) are as follows:

The area of the West Ridge Subdivision, which is entirely within Webster Township, will
receive Village water and sewer through the 425 Agreement. After 50 years, the
property will be annexed to the Village.

- Areas on the south side of Huron River Drive, west of Mast Road and areas in the
 vicinity of Jenny's Fruit Market and Gordon Hall which are part of an existing 425
 Agreement, may request and receive municipal services from the Village of Dexter.
 Annexation of these properties could occur if requested by the property owners.
- The industrial and commercial uses in and around the Mast/Joy/Huron River Drive area and extending north along the east side of Mast Road receive sewer and water under a different section of the 425 Agreement that does not require annexation after any period of time. However, these customers pay an additional surcharge on top of the normal sewer and water rates.
- At the time of the April meeting, both representatives from the Village of Dexter did not discard the possibility of future 425 Agreement(s) or expansion.

When considering the Village of Dexter as a viable option for the expansion of municipal services into Webster Township, the Committee ultimately was left with three concerns:

- The physical location of the plant is a significant distance away from the location of
 potential mid-level density development as identified in the Webster Township Master
 Plan and significant undulating topography separate the two, thus the transportation
 costs would be much higher than the norm.
- Any meaningful expansion of the Village of Dexter Treatment Plant would certainly require replacement of virtually the entire plant which would present practical financial hardship.
- How favorably would the Village look upon providing additional municipal services to properties that are not immediately annexed and brought onto the Village Tax Roles.

After the Committee evaluated the various possibilities and constraints of implementing the Village of Dexter as a sewer and water provider to new properties and area's within Webster Township, in addition to the fact that there appear to be pressures to provide service closer to the Village on the south and east, it appears that this option would be difficult, challenging and expensive.

Services from the Portage-Base Lake Sewer Authority

The Portage-Base Lake Sewer System was created to mitigate the issue of failing septic systems around the lake areas. While expansion opportunities may be possible, they would likely be limited for other mitigation purposes (like Zukey Lake). The system is also located in the northwest portion of the Township and is not near the areas planned for high residential density (R2 or R3) nor the commercial / industrial properties in the southern portion of the Township.

Services from Northfield Township

Northfield Township currently provides sewer and water to their residents that are immediately adjacent to Webster Township in the northeast corner of the Township. The Township currently has master-planned a parcel in this vicinity for mobile home park development that could require the extension of such services. The extension of services across Township lines could be accomplished by the approval of an Act 425 Agreement or License Agreement between the municipalities. Capacity of the Northfield system was not investigated by the Committee.

Since the Northfield Township system is located in the northeast portion of the Township, the Committee determined that extension of this system to the areas planned for high residential density (R2 or R3) or the commercial / industrial properties, all in the southern portion of the Township, is not an attractive option.

Services from Loch Alpine Sewer Authority

The following is a list of factors/considerations regarding the potential expansion of the Loch Alpine Sewer Authority (LASA) wastewater treatment plant as a resource to Webster Township:

Current Plant Operations

Service Area: LASA is currently serving 550 residences and Ann Arbor Country Club in Loch Alpine, North Delhi Hills, and Glen Devon subdivisions. This comprises the current service

area. There are approximately 25 permits in reserve to accommodate vacant lots. This is a requirement of the MDEQ operating permit. Some of these lots will never be developed.

Current Operations: The plant is operating under an MDEQ permit of 0.31 mgd. However, this is derated to 0.2 mgd due to stormwater intrusion. The permit runs to May 2009. LASA is processing an average of 0.15 mgd and approximately double this from I & I when there is rain of 1-2 inches. Infiltration from a rain of >1-2 inches could cause an overflow to the Huron River.

Current Limitations: The current limitations on phosphate removal include the following:

- a) The current permit requires a phosphate level not-to-exceed 1.0 ppm.
- b) MDEQ and EPA are pushing for 0.05 ppm in the Huron River watershed. The plant is not capable of reaching this standard.
- c) All wastewater treatment plants are having the same problem. Professor Leyman of the UofM is conducting a study on the impact of phosphates in the Huron River and Ford and Belleville Lakes with the hope that the requirement can be reduced (or relaxed). The study is well along, but is not scheduled to be completed until late 2007.
- d) The MBR (Membrane Bio Reactor) technology can meet the requirement of reduced phosphate discharges.
- e) There is some debate as to the contribution of phosphates from a point source (WWTP) versus non-point sources (normal runoff from fields, lawns, pavements, etc.)

The LASA plant is 50 years old and is near its estimated lifespan. The plant is really obsolete and any expansion would likely require a change to the MBR technology. There are no other proven technology systems to remove more phosphate. LASA will continue to investigate solutions. There is no protection for I & I, particularly with four (4) inches of rain. An equalization basin would assist in this regard.

It is the opinion of LASA that by 2012 they need to be converted to MBR. This will put a major financial burden on the current users. Therefore, it would be an appropriate rationale to offset this burden (i.e., spread the costs around). LASA would need approximately 600 additional units to finance an expansion/conversion. If financed from outside sources only this would represent tap fees of \$15,000 each.

Plant Improvements: A capacity study with respect to the inflow and impact from I & I was completed in June. This study was conducted to determine the flow rates and the need for an equalization tank. Any work to solve deficiencies must be approved by the MDEQ and will require a new or amended permit and most likely would impose a 25-year rain event (3.9 inches of rain in 24 hrs) requirement, which would require the equalization tank.

The LASA plant's current head works is inadequate and has an obsolete solids pump for which they cannot find spare parts. The Board has authorized an engineering project, which is underway with Tetra Tech, for new head works and an equalization tank. Design will be completed by October 2006. The design and location of these facilities will not be obsolete should a replacement plant be installed.

With above improvements, it is estimated that they would have a capacity for approximately 100 additional units from the improved throughput achieved.

LASA, through the support of Tetra Tech, has recently applied for a grant and low cost financing from the MDEQ through the State SRF program. They expect a decision from the DEQ in October 2006. The MDEQ may require LASA to conduct an I & I study on the sewer infrastructure. These improvements are not being made for expansion purposes. They are being made to improve the operation and maintenance of the system, preclude the chance of an overflow to the river, and to install equipment to current accepted standards.

Plant Expansion

The current LASA site is approximately 5-6 acres. Potential service area for the current site can accommodate approximately a maximum of 2 mgd according to a recent preliminary inquiry to Tetra Tech, with an estimated cost of \$26,000,000 based on current dollars. This could handle over 5000 units.

They believe it is prudent to limit expansion to 850 units (in addition to the existing 550 units) due to the following:

- a) Traffic implications and road limitations
- b) General impact on the rural character of the area
- c) Localized impact on aesthetics within Loch Alpine, etc.

LASA has estimated the area of land that would be required to accommodate 850 additional single-family dwellings would be approximately 600 acres. This assumes homes would be on 1/4-acre lots and allows for streets and other amenities. Loch Alpine averages about 1/2-acre per home due to the topography of the area and the Ann Arbor Country Club. If 1/2-acre density is desired, 1000-1100 acres would be required.

Financing: LASA believe the dynamics of expansion needs to be considered in the planning process because market factors will influence the pace of developers' work. They have several financing-related ideas. A special assessment district could be established for the new service area which would be inclusive of the area being considered for higher density housing. This would form the basis of critical mass to fund the expansion. The estimated cost of \$7,500,000 for 850 units could be paid by developers/landowners in the new service area. Consideration might be given to establishing revenue bonds.

Potential Service Area: There are several areas in Webster Township, near Loch Alpine, which could be served with gravity service by LASA. A thorough analysis of the areas needs to be conducted to factor for current home sites, general utilization, topography, soil conditions, wetlands and the AA Greenbelt initiative. No areas adjacent to Loch Alpine are shown in the Webster Township Master Plan for higher than 2-acre parcels.

Other Considerations

Water Supply: Individual wells are not an appropriate alternative for many reasons, not the least of which is fire control. Well density would be a major deterrent. Therefore, central well(s) and corresponding water distribution systems need to be included in the zoning for the subject parcels. None of the foregoing estimates include provision for potable wells.

Reserve Capacity with Ann Arbor. LASA should retain this reserve until it is clear that it can meet MDEQ phosphate limits in 2012 when the LASA permit is due for renewal.

Development of Township Owned and Operated Public Sewer and Water Facilities

The Township could develop its own public sewer and water facilities to serve areas that are Master Planned for density levels greater than would reasonably be supported by single lot well and septic systems, specifically for the Urban Residential District detailed in the Master Plan.

While the Committee identified this as one of the possible scenarios to explore, this scenario is daunting in terms of its scope, cost and impact. Thus the Committee's work regarding this scenario should be viewed as preliminary at best. It has attempted to identify the relevant issues, but has not made a thorough study of this scenario. The Committee advises that if the Township determines that this "Develop its Own" scenario has merit, much more work should be done to assess viability prior to making any decisions.

Positive aspects of the Township's development of its own systems include:

- Greater control over the scope and availability of these services
- Prevention of annexation risks that could be present in alternative solutions with other municipalities (principally the Village of Dexter)

On the other hand, concerns with such a strategy include:

- Cost this would be a very expensive project to develop and operate
- Willingness and/or ability of the Township to Finance these costs (including the sources
 of fees and other revenues required to service any debt incurred)
- Operating the facility would likely involve the establishment of a department of public works and the staffing of that department with several employees
- It is uncertain whether the Township could receive approval for such facilities from the MDEQ
- Finding a location for these facilities could be difficult and/or controversial
- Economies of scale for such facilities may dictate scope of services greater than needed or desired by the Township (the "tail wagging the dog")

Development of a wastewater treatment plant would require determinations as to size (number of REU's) and type (technology) of a system, and the corresponding costs.

- The size of a system would have to be determined by:
 - ➤ a calculation of the number of potential REU's in the Urban Residential District (according to a study conducted by LASA, a single REU requires treatment capacity of about 350 gallons/day).
 - > consideration of any minimum size requirements that might be practical requirements of economies of scale (this is theoretical as the Committee has not gathered facts on this question).
- While cautioning that it did not undertake a full study of the various technological options, the Committee heard consistently that a new technology (Membrane Bio Reactor or MBR) may be the best system today. It is relatively new, but there is a plant operating in Dundee, MI that has been toured by members of the LASA Board. In summary, the attributes of MBR systems (as compared to older technology) are:
 - > same amounts of water in and out (it still requires discharge)
 - > same amounts of sludge required to be removed
 - > significantly higher quality treatment (less harmful discharge)
 - significantly smaller facility footprint (less land required)
 - > reduced odors from the facility
 - > roughly estimated to be 60% to 80% more expensive to build
 - comparable maintenance costs
- Based upon information gathered by LASA, it seems reasonable to assume for initial planning considerations that the cost to construct a new wastewater treatment facility using MBR technology to serve 500 to 1,000 REU's might range from \$5,000,000 to \$8,000,000. There would be additional cost to purchase the land on which the facility would be located, and for potable wells for drinking water and fire protection. Annual facility operating and maintenance costs would be an additional expenditure that would need to be estimated through further study.

The risk associated with obtaining approval for a new wastewater treatment facility should not be underestimated. Both the Village of Dexter and LASA reported to the Committee that there is considerable pressure from the MDEQ to reduce phosphate levels in the Huron River, including proposed regulations to reduce the maximum phosphate output levels from existing facilities by 20-fold. While these proposed changes are being contested and may be rejected or

modified for existing facilities, there appears to be significant MDEQ resistance to approving new discharges (i.e. new facilities).

Finally, the Committee did not study the question of developing a community water supply system. It is believed that such a system would also be required to serve the same Urban Residential District, but presumed that such a system would be substantially less challenging to develop than the wastewater treatment system. In any case, further study is needed to determine the issues related to the development of a community water supply system, including any benefits and risks. The cost of such a system has not been included in any of the cost estimates addressed in this section of the report.

Do Nothing

The Committee understands that the Township is exploring the possibility of a public sewer and water system in connection with planning for continued growth in the Township. Thus the Township's Master Plan must be closely linked to the question of whether or not to provide such public services.

The "Do Nothing" scenario raises the fundamental question of whether any public sewer and water system is needed in the Township. The Committee has addressed the "Do Nothing" scenario by considering this question in the context of its understanding of the Township's Master Plan and recent public input on the subject of growth in the Township.

Local ballot proposals in 2004 and 2005 and the proposed development of the Nixon property in the Township all evidenced substantial public support for controlling (not to be confused with stopping) growth in the Township. With this backdrop, the Township recently updated its Master Plan through a process that involved significant public comment. This updated Master Plan includes a new planning map which provides for two new Urban Residential Districts and a new Mixed Use Overlay within one of the Urban Residential Districts.

With these factors in mind, the Committee believes that to "Do Nothing" with respect to providing for public sewer and water is in conflict with the Township's plans because:

- The Township's Urban Residential Districts appear to be a fair and proactive way to plan
 for and locate higher density development in the Township while providing for more
 efficient use of land by simultaneously designating other areas in the Township for
 preservation and/or lower density.
- The Urban Residential Districts do not appear to be viable without either:
 - Public sewer and water facilities or
 - > Private "package plants" which the Master Plan describes as undesirable (and the Committee agrees with this description)
- Lack of public sewer facilities in the Urban Residential District could be argued to
 undermine the Township's ability to enforce its prohibition against package plants when
 threatened by developer lawsuits seeking to override that policy, and such attacks to the
 Plan could be extended to outside of the Urban Residential District under the theory
 (regardless of the merits) that such districts represent unfair zoning/planning because
 they are not viable.

While the Committee concluded that to "Do Nothing" was not an appropriate scenario, it does caution the Township to consider the following factors in considering other "Do Something" scenarios.

- The development of ANY public sewer and water system risks the possibility that the boundaries for the Urban Residential Districts could be eroded over time by the pressure to provide or expand such services outside of the present boundaries. The Committee cautions that the Township take care to prevent such erosion by limiting the scope and capacity of these facilities to fit only the foreseeable needs of the Urban Residential Districts and by being prepared to defend any efforts by developers to override these boundaries.
- The Committee also cautions against the development of a sewer line between the east and west Urban Residential Districts, because this will inevitably cause erosion of the boundaries between the two districts. This could raise the possibility of separate solutions for the public sewer and water services for each district.

- The funding of the costs of a public sewer and water system should be carefully considered early in the planning process and should be structured so as to limit the cost burden on the general taxpayer. Since the purpose and scope of such systems will be to accommodate development of limited areas in the Township, the Committee recommends that the majority of such costs should be borne by the developers/users. Without proper financial planning, the Township risks rejection of its plans by taxpayers, which could have the unintended effect of undermining the Township's overall master planning efforts.
- Finally, the Committee recommends that timing of the development of a public sewer
 and water system be linked to the actual timing of development of higher density homes
 in the Urban Residential District. While planning and preparation should be completed in
 advance, construction of these systems in advance of actual development would likely
 accelerate, rather than control, growth and place the financial burden in the wrong place.

SUMMARY AND CONCLUSIONS

The Webster Township Municipal Services Committee has been pleased to assist the Planning Commission by researching the above topic and providing this report. We feel that the decision to proceed with some form of expansion of municipal services or to simply do nothing rests entirely upon the Planning Commission and the Board of Trustees.

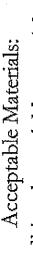
The Municipal Services Committee did identify several options that were impractical or unrealistic and others that were more viable and realistic. It is up to the Planning Commission and the Webster Township Board of Trustees to evaluate the information provided herein and to make the recommendation that reflects the needs of Webster Township now and in the years to come.



County Clean-up Day

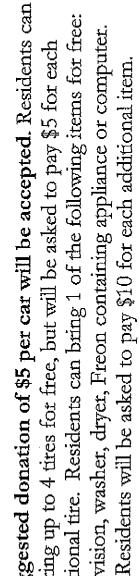
Saturday, May 5th, 2007

8025 Werkner Rd. Chelsea at the WWRA MRF 734-475-6160 9am-4pm



- Traditional recyclable materials glass, cardboard, plastic, paper, scrap metal
- Motor oil Yard Waste
- cleaning supplies, motor oil, oil-based Household hazardous materials Freon appliances paints
- Furniture Old tires
- Electronic equipment

A suggested donation of \$5 per car will be accepted. Residents can additional tire. Residents can bring 1 of the following items for free: television, washer, dryer, Freon containing appliance or computer. bring up to 4 tires for free, but will be asked to pay \$5 for each







WASHTENAW COUNTY I - 1 OFFICE OF THE SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

DANIEL J. MINZEY

SHERIFF

UNDERSHERIFF

March 16, 2007

Mrs. Donna Dettling Dexter Village Manager 8140 Main Street Dexter, Michigan 48130

Dear Mrs. Dettling:

The following data summarizes the law enforcement activities conducted in Dexter Village during the month of February 2007.

l ask that you review and accept this report at your next Board Meeting. If you have any questions or require any additional information, please contact me at (734) 424-0587.

Thank you.

Sincerely,

Brian Filipiak

Brian Filipiak Lieutenant

Washtenaw County Sheriff's Office 2007 PSU Summary West Operations

Contracting Unit:

Dexter Village

Contracted PSU:

3

Contract PSU Hours:

5,400

<u>Month</u>	Hours <u>Provided</u>	Monthly <u>Goal</u>	Hours (Short)/Over
January	482.57	450.00	32.57
February	501.41	450.00	51.41
March	0.00	450.00	-
April	0.00	450.00	-
May	0.00	450.00	***
June	0.00	450.00	-
July	0.00	450.00	-
August	0.00	450.00	-
September	0.00	450.00	-
October	0.00	450.00	-
November	0.00	450.00	-
December	0.00	<u>450.00</u>	-
Annual Total	983.98	5,400.00	83.98

Contract Area: Dexter Village	Start Date: 2/1/2007 Activity Type	End Date: 2/28/2007 Time (minutes)	
	Administrative Duty	1460	24.33
	Briefing	2210	36.83
	Court (Regular Time)	75	1.25
	Court (Overtime)	360	6
	Community Relations	3020	50.33
	Follow-Up	5640	94
	Out of Service	0	0
	Proactive Patrol	9665	161.0
	Special Detail	65	1.083
	Selective Enforcement	2480	41.33
	Self-Initiated Activity	1925	32.08
•	Service Requests	2690	44.83
	Traffic Stop	. 495	8.25
	Total Time: All Activities	30085	501.416

Friday, March 16, 2007

Washtenaw Count Office of the Sheriff Law Enforcement Activity Report Year to Date Totals

Contract Area: Dexter Village	Start Date: 1/1/2007 Activity Type	End Date: 2/28/2007 Time (minutes)	
	Administrative Duty	2745	45.75
	Briefing	4534	75.56
	Court (Regular Time)	100	1.666
	Court (Overtime)	360	6
	Community Relations	5925	98.75
	Follow-Up	9520	158.6
	Out of Service	0	0
	Proactive Patrol	20820	. 347
	Special Detail	65	1.083
·	Selective Enforcement	4830	80.5
	Self-Initiated Activity	2995	49.91
	Service Requests	6095	101.5
	Training	160	2.666
	Traffic Stop	890	14.83
	Total Time: All Activities	59039	983.983

Friday, March 16, 2007

February 2007

Contract	Area: Dexter Village	
Incident 1	ype/Description	Incident Count
BOL	BOL	3
1206	ROBBERY-UNARMED	2
1303	THREATS/STALKING/ETHNIC INTIMIDATION	2
1304	ASSAULT/DOMESTIC-MISDEMEANOR	1
1380	TX HARASSMENT/THREATS (OBSCENE USE 5372)	1
2200	BURGLARY	1
2300	LARCENY (RETAIL FRAUD USE 3000)	2
2402	UDAA Recovered—Motor Vehicle	ĺ
2600	FRAUDULENT ACTIVITIES	1
3500	DRUGS/VIOLATION OF PUBLIC HEALTH CODE	1
3890	JUVENILE INCORRIGIBILITY/TRUANCY	1
4111	LIQUOR INSPECTION FOR LCC LICENSE	1
5000	WARRANT ARREST/OBSTRUCTING JUSTICE	7
5311	DISORDERLY CONDUCT	5
5561	ANIMALS AT LARGE & CONFINED ANIMALS	1
5720	TRESPASS NOTICE SERVED	1
6200	HUNTING & CONSERVATION VIOLATIONS	1
7000	RUNAWAY/MISSING JUVENILE (AGE 11-16)	1
9001	ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA	5
9005	PBT Test Given (Not Incident to Arrest)	1
9204	MENTAL HEALTH PROBLEMS	2
9301	TRAFFIC CRASH	5
9302	PRIVATE PROPERTY TRAFFIC CRASH	1
9402	ALARM-BURGLARY	9

Friday, March 16, 2007

February 2007

Contract /	Area: Dexter Village	
Incident Ty	pe/Description	Incident Cour
9501	FIRE-ACCIDENTAL (HOUSE/UNATT CAR/OTHER)	1
9505	MEDICAL ASSIST-AMBULANCE REQUEST	4
9806	FAMILY TROUBLE-NO CRIMINAL OFFENSE	2
9807	SUSPICIOUS SITUATIONS (CAR, PERSON, ETC)	7
9902	Civil Standby	. 1
0005	OII HANGID CALL	

Total 78

5

9908

GENERAL ASSISTANCE

February 2006

Contract Area: Dexter Village Incident Type/Description Incident Count BOL BOL 0909 **DEATH INVESTIGATION** 1301 ASSAULT AND BATTERY (DOM ASSAULT=1304) 1303 THREATS/STALKING/ETHNIC INTIMIDATION 1304 ASSAULT/DOMESTIC-MISDEMEANOR 2299 **B&E TO AUTOMOBILE** 2300 LARCENY (RETAIL FRAUD USE 3000) 2600 FRAUDULENT ACTIVITIES 2900 MDOP/DAMAGE TO PROPERTY/VANDALISM 3500 DRUGS/VIOLATION OF PUBLIC HEALTH CODE 3800 CHILD/FAMILY ABUSE OR NEGLECT 3890 JUVENILE INCORRIGIBILITY/TRUANCY 5300 NOISE COMPLAINT/PUBLIC PEACE 5311 DISORDERLY CONDUCT 5500 HEALTH & SAFETY ANIMALS AT LARGE & CONFINED ANIMALS 5561 6200 **HUNTING & CONSERVATION VIOLATIONS** 9001 ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA 9204 MENTAL HEALTH PROBLEMS 9301 TRAFFIC CRASH 9304 ABANDON VEH, HAZARDS, ILLEGAL PARKING 2 9402 ALARM-BURGLARY 16 9406 Alarm-AUDIBLE 9501 FIRE-ACCIDENTAL (HOUSE/UNATT CAR/OTHER) 9505 MEDICAL ASSIST-AMBULANCE REQUEST 9803 PROPERTY CHECK/DIRECTED PATROL/VAC 9806 FAMILY TROUBLE-NO CRIMINAL OFFENSE 9807 SUSPICIOUS SITUATIONS (CAR, PERSON, ETC) 9808 LOST & FOUND PROPERTY 9905 911 HANG UP CALL 9908 GENERAL ASSISTANCE

Friday, March 16, 2007

February 2006

Contract Area:

Dexter Village

Incident Type/Description

Incident Count

68

Friday, March 16, 2007

Page 2 of 2

Year-to-Date Incidents

Con	tract Dexter Village			
	<u>-</u>	# Incidents		
Incid	lent	<u>2007</u>	<u> 2006</u>	<u>2005</u>
A	Motorist Assist	0	0	0
P	Property Check	1	0	0
T	Traffic Stop	0	0	0
BOL	BOL	3	1	0
0909	DEATH INVESTIGATION	0	1	0
1002	KIDNAPPING-PARENTAL	0	0	0
1003	LURING-ATTEMPT CHILD LURING	0	0	0
1100	CSC/CRIMINAL SEXUAL CONDUCT-RAPE	0	1	0
1206 -	ROBBERY-UNARMED	2	0	0
1301	ASSAULT AND BATTERY (DOM ASSAULT=1304)	0	3	1
1302	ASSAULT-FELONIOUS (DOMMESTIC USE 1305)	0	0	0
1303	THREATS/STALKING/ETHNIC INTIMIDATION	2	4	- 5
1304	ASSAULT/DOMESTIC-MISDEMEANOR	3	1	1
1305	ASSAULT/DOMESTIC-FELONIOUS/AGGRAVATED	0	0	0
1380	TX HARASSMENT/THREATS(OBSCENE USE 5372)	1	0	1
2000	ARSON	0	0	0
2200	BURGLARY	1	1	0
2210	BURGLARY-ATTEMPT	0	0	0
2298	ILLEGAL ENTRY-ENTRY WITHOUT PERMISSION	0	1 .	1
2299	B&E TO AUTOMOBILE	2	5	1
2300	LARCENY (RETAIL FRAUD USE 3000)	3	7	8
2302	PURSE SNATCHING WITHOUT EXCESSIVE FORCE	0	0	0
2305	Larceny From Auto	1	2	5
2379	LARCENY OF GAS-SELF SERVE	0	1 .	3
2401	UDAA/MOTOR VEHICLE THEFT	0	0	3
2402	UDAA Recovered—Motor Vehicle	1	0	0
2405	FAIL TO RETURN RENTED/BORROWED VEHICLE	0	0	0
2411	TAKEN WITHOUT PERMISSION/JOY RIDING	0	0	0
2500	FORGERY/COUNTERFEITING	0	0	1
2600	FRAUDULENT ACTIVITIES	2	3	3
2700	EMBEZZLEMENT	0	1	0
2800	STOLEN PROPERTY-RECEIVING/POSSESSION/ETC	0	0	0

Friday, March 16, 2007

Page I of 4

Year-to-Date Incidents

_	,			
Co	ntract Dexter Village			
		# Incidents		
	dent	<u>2007</u>	<u>2006</u>	<u>2005</u>
2900	MDOP/DAMAGE TO PROPERTY/VANDALISM	3	1	5
3000	RETAIL FRAUD-INCLUDES SHOPLIFT/BEER RUN	1	2	0
3500	DRUGS/VIOLATION OF PUBLIC HEALTH CODE	1	2	0
3550	DRUG PARAPHERNALIA POSSESSION	0	0	0
3600	SEX OFFENSES/GROSS INDECENCY	0	0	0
3605	INDECENT EXPOSURE	, 0	0	0
3611	PEEPING TOM/WINDOW PEEPING	0	0	0
3800	CHILD/FAMILY ABUSE OR NEGLECT	0	1	0
3890	JUVENILE INCORRIGIBILITY/TRUANCY	3	. 3	1
4000	PROSTITUTION-COMMERCIALIZED SEX	0	0	0
4100	LIQUOR LAW VIOLATIONS	0	0	0
4104	MINOR IN POSSESSION OF ALCOHOL IN A VEH	0	0	0
4105	MINOR IN POSSESSION OF ALCOHOL-CIVIL INF	0	0	0
4111	LIQUOR INSPECTION FOR LCC LICENSE	1.	1	. 0
4200	DRUNKENESS (USE 5311 IF DISORDERLY)	1	0	0
4800	OBSTRUCTING POLICE	. 0	0	0
4850	FLEEING AND ELUDING POLICE OFFICER	0	0	0
5000	WARRANT ARREST/OBSTRUCTING JUSTICE	7	0	2
5020	VIOLATION OF COURT ORDERS EXCEPT PPO	0	Ó	2
5030	PPO-PERSONAL PROTECTION ORDERS	1	0	0
5201	CCW-CARRYING CONCEALED WEAPONS	1	0	0
5202	BOMBS/EXPLOSIVES	0	0	0
5203	WEAPONS OFFENSES - OTHER	1	0	0
5213	SHOTS FIRED-CARELESS USE OF FIREARM	0	0	2
5215	BOMB/ARSON THREAT	0	0	0
5282	FIREWORKS USE/POSSESSION/SALE	0	0	0
5300	NOISE COMPLAINT/PUBLIC PEACE	2	1	1
5309	TX-Harassing Calls-Hang Ups, Prank, Etc	0	0	0
5311	DISORDERLY CONDUCT	7	2	1
5372	OBSCENE TELEPHONE CALLS	0	0	0
5401	HIT & RUN CRASH (PUBLIC AND PRIVATE)	4	2	4
5402	OUIL / OUID	0	0	0
	· ·	•	-	-

Friday, March 16, 2007

Page 2 of 4

Year-to-Date Incidents

Co	ntract Dexter Village			
		# Incidents		
	dent	<u>2007</u>	<u> 2006</u>	<u>2005</u>
5403	TRAFFIC VIOLATION ARREST (EXCEPT OUIL)	0	0	0
5500	HEALTH & SAFETY	2	1	1
5560	ANIMAL BITES	0	0	0
5561	ANIMALS AT LARGE & CONFINED ANIMALS	4	1	4
5563	ANIMAL PROBLEMS (MISC), BARKING DOGS, ETC	1	0	2
5564	ANIMAL-IMPOUNDED DOG	1	0	2
	ANIMAL CRUELTY	0	0	0
5593	TOBACCO PRODUCT VIOLATIONS	0	0	0
5600	CIVIL RIGHTS VIOLATIONS	0	0	0
5700	TRESPASSING/INVASION OF PRIVACY	1	0	0
5720	TRESPASS NOTICE SERVED	5	0	0
6200	HUNTING & CONSERVATION VIOLATIONS	1	2	0
6274	LITTERING	0	0	0
6276	SNOWMOBILE VIOLATIONS	0	0	0
6277	OFF ROAD VEHICLE VIOLATIONS	0.	0	0
6300	VAGRANCY-LOITERING	0	0	0
7000	RUNAWAY/MISSING JUVENILE (AGE 11-16)	2	0	0
7001	RUNAWAY-RECOVERED FM OTHER	0	0	0
7002	MISSING CHILD (AGE 10 AND UNDER)	1	0	0
7300	MISCELLANEOUS CRIMINAL OFFENSES	0	0	0
7500	SOLICITATION (PROSTITUTION USE 4000)	0	0	1
8909	COMMERCIAL VEHICLE VIOLATIONS	0	0	. 0
9000	ASSIST OTHER AGENCY-IN ASSIGNED AREA	0	0	0
9001	ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA	8	8	4
9005	PBT Test Given (Not Incident to Arrest)	1	0	0
9204	MENTAL HEALTH PROBLEMS	2	1	0
9301	TRAFFIC CRASH	7	7	19
9302	PRIVATE PROPERTY TRAFFIC CRASH	1	0	3
9303	TRAFFIC VIOLATIONS-HAZ OPS, IMPOUNDS, ETC	1	0	. 0
9304	ABANDON VEH, HAZARDS, ILLEGAL PARKING	2	3	6
9305	TRAFFIC HAZARD (NON-VEHICLE)	. 1	0	0
9306	TRAFFIC DIRECTION/CONTROL	0	0	2

Friday, March 16, 2007

Page 3 of 4

Year-to-Date Incidents

Cox	ntract Dexter Village			
	<u>-</u>	# Incidents		
Inci	dent	2007	<u> 2006</u>	<u>2005</u>
9307	INSPECTION-MOTOR VEHICLE	0	0	1
9309	CAR ASSIST/CAR IN DITCH-NO DAMAGE	0	0	0
9313	Traffic Control Device Problem	0	0	0
9314	Private Property Impound	1	0	1
9401	ALARM-ARMED ROBBERY	0	0	1
9402	ALARM-BURGLARY	24	23	20
9403	ALARM-PANIC	0	0	0
9404	ALARM-FIRE	0	0	1
9406	Alarm-AUDIBLE	0	1	0
9501	FIRE-ACCIDENTAL (HOUSE/UNATT CAR/OTHER)	2	1	1
9504	HAZARDOUS MATERIAL CONDITION	0	0	0
9505	MEDICAL ASSIST-AMBULANCE REQUEST	11	9	9
9706	ACCIDENT-ALL OTHER	0	0	0
9708	ACCIDENTAL DAMAGE TO PROPERTY	0	0	0
9801	MARINE COMPLAINTS (ACCIDENT USE 9704/5)	0	0	0
9803	PROPERTY CHECK/DIRECTED PATROL/VAC	1	1	1
9804	CIVIL (LEGAL) PROBLEM (NOT DOMESTIC, ETC)	0	2	0 -
9805	NEIGHBOR TROUBLE-NO CRIMINAL OFFENSE	1	0	1
9806	FAMILY TROUBLE-NO CRIMINAL OFFENSE	5	6	1
9807	SUSPICIOUS SITUATIONS (CAR, PERSON, ETC)	14	5	10
9808	LOST & FOUND PROPERTY	1	1	5
9809	OVERDOSE (ACCIDENTAL-DRUG) WITHOUT	0	0	0
9810	REPOSSESSION OF VEHICLE	0	0	. 0
9902	Civil Standby	1	0	1
9903	MISSING PERSON (age 17 and older)	0	0	0
9905	911 HANG UP CALL	9	2	4
9908	GENERAL ASSISTANCE	7	7	1
9909	OTHER NON-CRIMINAL & UNKNOWN INCIDENTS	0	0	0
9915	DEXTER VILLAGE ORDINANCE COMPLAINTS	0	0	0
	Totals	. 173	128	153

Friday, March 16, 2007

Page 4 of 4

DEXTER VILLAGE

Summary of Police Services Feb-2007

	MAJOR INCIDENTS				
Date	Location	Incident	Deputy		
2/3/2007	7500 Block Third Street	Fugitive Warrant Arrest	DeZwaan		
2/8/2007	400 Block Cambridge Drive	Home Invasion **Arest Made**	Hause		
2/8/2007	8100 Fifth Street	Aggravated Stalking Arrest	Blackwell		
2/9/2007	Husdon Street/Ann Arbor Street	I pod stolen	Sumner		
2/10/2007	Baker Road/Dan Hoey Road	Fugitive Warrant Arrest	Hause		
2/10/2007	3600 Block Cushing Court	Fire Investigation	Sumner		
2/16/2007	8000 Block Huron Street	Scrap Metal Stolen	Hause		
2/19/2007	2900 Block Baker Road	Robbery of Gas Station	Dalton		
2/21/2007	7500 Block Fifth Street	Fugitive Warrant Arrest	DeZwaan		
2/21/2007	2200 Block Melbourne Avenue	Fugitive Warrant Arrest	DeZwaan		
2/21/2007	7500 Block Forest Avenue	Recovered Stolen Vehicle (Ann Arbor)	Mesko		
2/24/2007	8100 Block Main Street	Identity Fraud	Pasternak		
2/27/2007	2200 Block Melbourne Avenue	Fugitive Warrant Arrest	DeZwaan		

CITATIONS				
January	32			
February	20			
March				
April				
May				
June				
July				
August				
September				
October				
November				
December	·			

		1	NCIDENT	S		
		B&E	Larceny			Drunk
	Crashes	Alarms	Auto	B&E	Assaults	Driving
Jan	2	15	3	0	2	0
Feb	5	9	0	11	11	0
Mar	-					
Apr						
May						
Jun	<u></u>					
Jul						
Aug						
Sep						
Oct						
Nov				,		
Dec						

		HOURS			
	Contract	Actual	Monthly	YTD	YTD
	Hours	Hours	Difference	Hours	Difference
January	450	482.57	32.57	482.57	32.57
February	450	501.41	51.41	983.98	83.98
March	450				
April	450				
May	450				
June	450				
July	450				
August	450				
September	450				
October	450				
November	450				
December	450				

TOTAL INCIDENTS					
	2007	2006			
Jan	95	60			
Feb	78	68			
Mar		85			
Apr		98			
May		95			
Jun		117			
Jul		126			
Aug		113			
Sep		87			
Oct		99			
Nov		79			
Dec		111			
TOTAL		1124			



Washtenaw County Office of the Sheriff



2201 Hogback Road ◆ Ann Arbor, Michigan 48105-9732 ◆ OFFICE (734) 971-8400 ◆ FAX (734) 973-4624 ◆ EMAIL sheriff@ewashtenaw.org

DANIEL J. MINZEY

SHERIFF

UNDERSHERIFF

March 6, 2007

Mrs. Donna Dettling Dexter Village Manager 8140 Main Street Dexter, Michigan 48130

Dear Mrs. Dettling:

The following data summarizes the law enforcement activities conducted in Dexter Village during the month of January 2007.

I ask that you review and accept this report at your next Board Meeting. If you have any questions or require any additional information, please contact me at (734) 424-0587.

Thank you.

Sincerely,

Brian Filipiak

Brian Filipiak Lieutenant

Washtenaw County Sheriff's Office 2007 PSU Summary West Operations

Contracting Unit:

Dexter Village

Contracted PSU:

3

Contract PSU Hours:

5,400

<u>Month</u>	Hours <u>Provided</u>	Monthly <u>Goal</u>	Hours (Short)/Over
January	482.57	450.00	32.57
February	0.00	450.00	-
March	0.00	450.00	~
April	0.00	450.00	-
May	0.00	450.00	-
June	0.00	450.00	-
July	0.00	450.00	
August	0.00	450.00	-
September	0.00	450.00	-
October	0.00	450.00	-
November	0.00	450.00	-
December	0.00	<u>450.00</u>	-
Annual Total	482.57	5,400.00	32.57

Contract Area: Dexter Village	Start Date: 1/1/2007 Activity Type	End Date: 1/31/2007 Time (minutes)	
	Activity Type	Time (minutes)	
	Administrative Duty	1285	21.41
	Briefing	2324	38.73
	Court (Regular Time)	25	0.416
	Community Relations	2905	48.41
	Follow-Up	3880	64.66
•	Proactive Patrol	11155	185.9
	Selective Enforcement	2350	39.16
	Self-Initiated Activity	1070	17.83
	Service Requests	3405	56.75
	Training	160	2.666
	Traffic Stop	395	6.583
	Total Time: All Activities	28954	482.566

Tuesday, March 06, 2007

January 2007

OUILIAGE AIGA. DEALE VIIIASE	Contract Area:	Dexter Village	e
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Incident 1	ype/Description	Incident Count
P	Property Check	1
1304	ASSAULT/DOMESTIC-MISDEMEANOR	2
2299	B&E TO AUTOMOBILE	2
2300	LARCENY (RETAIL FRAUD USE 3000)	1
2305	Larceny From Auto	1
2600	FRAUDULENT ACTIVITIES	1
2900	MDOP/DAMAGE TO PROPERTY/VANDALISM	3
3000	RETAIL FRAUD-INCLUDES SHOPLIFT/BEER RUN	1
3890	JUVENILE INCORRIGIBILITY/TRUANCY	2
4200	DRUNKENESS (USE 5311 IF DISORDERLY)	1
5030	PPO-PERSONAL PROTECTION ORDERS	1
5201	CCW-CARRYING CONCEALED WEAPONS	1 .
5203	WEAPONS OFFENSES - OTHER	1
5300	NOISE COMPLAINT/PUBLIC PEACE	2
5311	DISORDERLY CONDUCT	2
5401	HIT & RUN CRASH (PUBLIC AND PRIVATE)	4
5500	HEALTH & SAFETY	2
5561	ANIMALS AT LARGE & CONFINED ANIMALS	3
5563	ANIMAL PROBLEMS(MISC), BARKING DOGS, ETC	1
5564	ANIMAL-IMPOUNDED DOG	. 1
5700	TRESPASSING/INVASION OF PRIVACY	1
5720	TRESPASS NOTICE SERVED	4
7000	RUNAWAY/MISSING JUVENILE (AGE 11-16)	1
7002	MISSING CHILD (AGE 10 AND UNDER)	1

Tuesday, March 06, 2007

January 2007

Contract Area:	Dexter Village	
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Incident T	ype/Description	Incident Count
9001	ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA	3
9301	TRAFFIC CRASH	2
9303	TRAFFIC VIOLATIONS-HAZ OPS, IMPOUNDS,ETC	1
9304	ABANDON VEH, HAZARDS, ILLEGAL PARKING	2
9305	TRAFFIC HAZARD (NON-VEHICLE)	1
9314	Private Property Impound	1
9402	ALARM-BURGLARY	15
9501	FIRE-ACCIDENTAL (HOUSE/UNATT CAR/OTHER)	1
9505	MEDICAL ASSIST-AMBULANCE REQUEST	7
9803	PROPERTY CHECK/DIRECTED PATROL/VAC WATCH	1
9805	NEIGHBOR TROUBLE-NO CRIMINAL OFFENSE	1
9806	FAMILY TROUBLE-NO CRIMINAL OFFENSE	3
9807	SUSPICIOUS SITUATIONS (CAR, PERSON, ETC)	7
9808	LOST & FOUND PROPERTY	1
9905	911 HANG UP CALL	7
9908	GENERAL ASSISTANCE	2
	Total	05

Tuesday, March 06, 2007

Page 2 of 2

January 2006

Contract A	rea: Dexter Village	
Incident Ty	pe/Description	Incident Count
1100	CSC/CRIMINAL SEXUAL CONDUCT-RAPE	1
1301	ASSAULT AND BATTERY (DOM ASSAULT=1304)	1
1303	THREATS/STALKING/ETHNIC INTIMIDATION	3
2200	BURGLARY	1
2298	ILLEGAL ENTRY-ENTRY WITHOUT PERMISSION	1
2299	B&E TO AUTOMOBILE	4
2300	LARCENY (RETAIL FRAUD USE 3000)	. 6
2305	Larceny From Auto	2
2379	LARCENY OF GAS-SELF SERVE	1
2600	FRAUDULENT ACTIVITIES	1
2700	EMBEZZLEMENT	1
3000	RETAIL FRAUD-INCLUDES SHOPLIFT/BEER RUN	2
3500	DRUGS/VIOLATION OF PUBLIC HEALTH CODE	1
3890	JUVENILE INCORRIGIBILITY/TRUANCY	1
4111	LIQUOR INSPECTION FOR LCC LICENSE	1
5401	HIT & RUN CRASH (PUBLIC AND PRIVATE)	2
9001	ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA	3
9301	TRAFFIC CRASH	5
9304	ABANDON VEH, HAZARDS, ILLEGAL PARKING	1
9402	ALARM-BURGLARY	. 7
9505	MEDICAL ASSIST-AMBULANCE REQUEST	5
9804	CIVIL (LEGAL) PROBLEM (NOT DOMESTIC,ETC)	2
9806	FAMILY TROUBLE-NO CRIMINAL OFFENSE	3
9807	SUSPICIOUS SITUATIONS (CAR, PERSON, ETC)	1
9905	911 HANG UP CALL	1
9908	GENERAL ASSISTANCE	3
		60

Tuesday, March 06, 2007

Year-to-Date Incidents

Con	tract Dexter Village			
	<u> </u>	# Incidents		
Incid	lent	2007	<u>2006</u>	2005
Α	Motorist Assist	0	0	0
P	Property Check	1	0	0
T	Traffic Stop	0	0	0
BOL	BOL	0	0	0
0909	DEATH INVESTIGATION	0	0	0
	KIDNAPPING-PARENTAL	0	0	0
1003	LURING-ATTEMPT CHILD LURING	0	0	0
1100	CSC/CRIMINAL SEXUAL CONDUCT-RAPE	0	1	0
1206	ROBBERY-UNARMED	. 0	0	0
1301	ASSAULT AND BATTERY (DOM ASSAULT=1304)	0	1	1
1302	ASSAULT-FELONIOUS (DOMMESTIC USE 1305)	0	0	0
1303	THREATS/STALKING/ETHNIC INTIMIDATION	0	3	3
1304	ASSAULT/DOMESTIC-MISDEMEANOR	2	0	0
1305	ASSAULT/DOMESTIC-FELONIOUS/AGGRAVATED	0	0	0
1380	TX HARASSMENT/THREATS(OBSCENE USE 5372)	0	0	0
2000	ARSON	0	0	0
2200	BURGLARY	0	1	0
2210	BURGLARY-ATTEMPT	0	. 0	0
2298	ILLEGAL ENTRY-ENTRY WITHOUT PERMISSION	0	1	1
2299	B&E TO AUTOMOBILE	2	4	0
2300	LARCENY (RETAIL FRAUD USE 3000)	1	6	3
2302	PURSE SNATCHING WITHOUT EXCESSIVE FORCE	0	0	0
2305	Larceny From Auto	1	2	0
2379	LARCENY OF GAS-SELF SERVE	0	1	2
2401	UDAA/MOTOR VEHICLE THEFT	0	0	1
2402	UDAA Recovered-Mtr Veh As Stolen Propert	0	0	0
2405	FAIL TO RETURN RENTED/BORROWED VEHICLE	0	0	0
2411	TAKEN WITHOUT PERMISSION/JOY RIDING	0	0	0
2500	FORGERY/COUNTERFEITING	0	0	0
2600	FRAUDULENT ACTIVITIES	1	1	2
2700	EMBEZZLEMENT	0	1	0
2800	STOLEN PROPERTY-RECEIVING/POSSESSION/ETC	0	0	0

Tuesday, March 06, 2007

Year-to-Date Incidents

Cor	ntract Dexter Village			
		# Incidents		
Inci	dent	<u>2007</u>	<u>2006</u>	<u>2005</u>
2900	MDOP/DAMAGE TO PROPERTY/VANDALISM	3	0	1
3000	RETAIL FRAUD-INCLUDES SHOPLIFT/BEER RUN	1	2	0
3500	DRUGS/VIOLATION OF PUBLIC HEALTH CODE	0	1	0
3550	DRUG PARAPHERNALIA POSSESSION	0	0	0
3600	SEX OFFENSES/GROSS INDECENCY	0	0	0
3605	INDECENT EXPOSURE	0	0	0
3611	PEEPING TOM/WINDOW PEEPING	. 0	0	0
3800	CHILD/FAMILY ABUSÈ OR NEGLECT	0	0	0
3890	JUVENILE INCORRIGIBILITY/TRUANCY	2	1	0
4000	PROSTITUTION-COMMERCIALIZED SEX	0	0	0
4100	LIQUOR LAW VIOLATIONS	0	0	0
4104	MINOR IN POSSESSION OF ALCOHOL IN A VEH	0	0	0
4105	MINOR IN POSSESSION OF ALCOHOL-CIVIL INF	0	0	0
4111	LIQUOR INSPECTION FOR LCC LICENSE	0	1	- 0
4200	DRUNKENESS (USE 5311 IF DISORDERLY)	. 1	0	0
4800	OBSTRUCTING POLICE	0	0	0
4850	FLEEING AND ELUDING POLICE OFFICER	0	0	0
5000	WARRANT ARREST/OBSTRUCTING JUSTICE	0	0	0
5020	VIOLATION OF COURT ORDERS EXCEPT PPO	0	0	0
5030	PPO-PERSONAL PROTECTION ORDERS	1	. 0	0
5201	CCW-CARRYING CONCEALED WEAPONS	1	0	0
5202	BOMBS/EXPLOSIVES	0	0	0
5203	WEAPONS OFFENSES - OTHER	1	0	0
5213	SHOTS FIRED-CARELESS USE OF FIREARM	0	0	0
5215	BOMB/ARSON THREAT	0 .	0	0
5282	FIREWORKS USE/POSSESSION/SALE	0	0	0
5300	NOISE COMPLAINT/PUBLIC PEACE	2	. 0	1
5309	TX-Harassing Calls-Hang Ups, Prank, Etc	0	0	0
5311	DISORDERLY CONDUCT	2	. 0	0
5372	OBSCENE TELEPHONE CALLS	. 0	0	0
5401	HIT & RUN CRASH (PUBLIC AND PRIVATE)	4	2	3
5402	OUIL / OUID	0	0	0

Tuesday, March 06, 2007

Page 2 of 4

Year-to-Date Incidents

Co	ntract Dexter Village			
	_ ,	# Incidents		*
Inci		2007	<u>2006</u>	<u>2005</u>
5403	TRAFFIC VIOLATION ARREST (EXCEPT OUIL)	0	0	0
5500	HEALTH & SAFETY	2	0	1
- 5560	ANIMAL BITES	0	0	0
	ANIMALS AT LARGE & CONFINED ANIMALS	- 3	0	2
5563	ANIMAL PROBLEMS(MISC), BARKING DOGS, ETC	1	0	1
5564	ANIMAL-IMPOUNDED DOG	1	0	1
5586	ANIMAL CRUELTY	0	0	0
5593	TOBACCO PRODUCT VIOLATIONS	0	0	0
5600	CIVIL RIGHTS VIOLATIONS	0	0	0
5700	· · · · · · · · · · · · · · · · · · ·	1	0	0
5720		4	Ò	0
6200	HUNTING & CONSERVATION VIOLATIONS	0	0	0
6274	LITTERING	0	0	0
6276	SNOWMOBILE VIOLATIONS	Ó	0	0
6277	OFF ROAD VEHICLE VIOLATIONS	. 0	0	0
6300	VAGRANCY-LOITERING	0	0	0
7000	RUNAWAY/MISSING JUVENILE (AGE 11-16)	. 1	0	0
7001	RUNAWAY-RECOVERED FM OTHER	0	0	0
7002	MISSING CHILD (AGE 10 AND UNDER)	1	0	0
7300	MISCELLANEOUS CRIMINAL OFFENSES	0	0	0
7500	SOLICITATION (PROSTITUTION USE 4000)	0	0	1
8909	COMMERCIAL VEHICLE VIOLATIONS	0	0	0
9000	ASSIST OTHER AGENCY-IN ASSIGNED AREA	0	0	0
9001	ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA	3	3	3
9005	PBT Test Given (Not Incident to Arrest)	0	0	0
9204	MENTAL HEALTH PROBLEMS	0	0	0
9301	TRAFFIC CRASH	2	5	11
9302	PRIVATE PROPERTY TRAFFIC CRASH	0	0	1
9303	TRAFFIC VIOLATIONS-HAZ OPS, IMPOUNDS, ETC	1	0	0
9304	ABANDON VEH, HAZARDS, ILLEGAL PARKING	2	1	1
9305	TRAFFIC HAZARD (NON-VEHICLE)	1	0	0
9306	TRAFFIC DIRECTION/CONTROL	0	0	0

Tuesday, March 06, 2007

Page 3 of 4

Year-to-Date Incidents

Cor	ntract Dexter Village	•		
	- ·	# Incidents		
Inci	dent	<u>2007</u>	2006	2005
9307	INSPECTION-MOTOR VEHICLE	0	0	0
9309	CAR ASSIST/CAR IN DITCH-NO DAMAGE	0	0	0
9313	Traffic Control Device Problem	0	0	0
9314	Private Property Impound	1	0	0
9401	ALARM-ARMED ROBBERY	0	0	1
9402	ALARM-BURGLARY	15	7	11
9403	ALARM-PANIC	. 0	0	0
9404	ALARM-FIRE	0	0	0
9406	Alarm-AUDIBLE	0	0	0
9501	FIRE-ACCIDENTAL (HOUSE/UNATT CAR/OTHER)	1	0	0
9504	HAZARDOUS MATERIAL CONDITION	0	0	0
9505	MEDICAL ASSIST-AMBULANCE REQUEST	7	5	9
9706	ACCIDENT-ALL OTHER	0	0	0
9708	ACCIDENTAL DAMAGE TO PROPERTY	0	0	0
9801	MARINE COMPLAINTS (ACCIDENT USE 9704/5)	0	0	0
9803	PROPERTY CHECK/DIRECTED PATROL/VAC	1	0	0
9804	CIVIL (LEGAL) PROBLEM (NOT DOMESTIC,ETC)	0	2	0
9805	NEIGHBOR TROUBLE-NO CRIMINAL OFFENSE	1	0	0
9806	FAMILY TROUBLE-NO CRIMINAL OFFENSE	3	3	0
9807	SUSPICIOUS SITUATIONS (CAR, PERSON, ETC)	7	1	8
9808	LOST & FOUND PROPERTY	. 1	0	3
9809	OVERDOSE (ACCIDENTAL-DRUG) WITHOUT	0	0	0
9810	REPOSSESSION OF VEHICLE	0	0	0
9902	Civil Standby	0	0	0
9903	MISSING PERSON (age 17 and older)	0	0	0
9905	911 HANG UP CALL	7	1	2
9908	GENERAL ASSISTANCE	2	3	0
9909	OTHER NON-CRIMINAL & UNKNOWN INCIDENTS	S 0 .	0	0
9915	DEXTER VILLAGE ORDINANCE COMPLAINTS	0	0	0
	Totals	95	60	74

Tuesday, March 06, 2007

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DEXTER VILLAGE

Summary of Police Services Jan-2007

MAJOR INCIDENTS					
Date	Location	Incident	Deputy		
1/3/2007	2900 Block Baker Road	Domestic Assault Investigation	Rex		
1/5/2007	8000 Block Fifth Street	Domestic Assault Investigation	Stitt		
1/14/2007	2100 Block East Bishop Circle	Aluminum/Tool Stolen from Work Trucks	DeZwaan		
1/14/2007	7200 Block Ulrich Drive	Purse/Electronics Stolen f/unlocked Vehicle	Hause		
1/15/2007	2800 Block Baker Road	Window Smashed at Business	Blackwell		
1/20/2007	7000 Block Dexter-Ann Arbor Road	Money Stolen from Co-worker	Hause		
1/21/2007	8500 Block Parkridge Court	GPS Unit Stolen from Vehicle	Hause		
1/22/2007	2800 Block Baker Road	Vehicle Windshield Broken with Beer Bottle	Dalton		

CITAT	IONS
January	. 32
February	
March	
April	
Мау	
June	
July	
August	
September	
October	
November	
December	

	INCIDENTS						
	Crashes	B&E Alarms	Larceny Auto	B&E	Assaults	Drunk Driving	
Jan	2	15	3	0	2	0	
Feb			ŀ				
Mar							
Apr							
May							
Jun							
Jul							
Aug							
Sep							
Oct							
Nov							
Dec							

	Contract Hours	Actual Hours	Monthly Difference	YTD Hours	YTD Difference
January	450	482.57	32.57	32.57	32.57
February	450	, , , , , , , , , , , , , , , , , , , ,			
March	450				
April	450				
May	450			,	
June	450				
July	450				
August	450				
September	450				
October	450				
November	450				
December	450				-

TOTAL INCIDENTS				
	2007	2006		
Jan	95	60		
Feb		68		
Mar		85		
· Apr		98		
May		95		
Jun		117 ·		
Jul		126		
Aug		113		
Sep		87		
Oct		99		
Nov		79		
Dec		111		
TOTAL		1124		



WASHTENAW COUNTY OFFICE OF THE SHERIFF



2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ◆ OFFICE (734) 971-8400 ◆ FAX (734) 973-4624 ◆ EMAIL sheriff@ewashtenaw.org

DANIEL J. MINZEY

SHERIFF

UNDERSHERIFF

February 2, 2007

Mrs. Donna Dettling Dexter Village Manager 8140 Main Street Dexter, Michigan 48130

Dear Mrs. Dettling:

The following data summarizes the law enforcement activities conducted in Dexter Village during the month of December 2006.

I ask that you review and accept this report at your next Board Meeting. If you have any questions or require any additional information, please contact me at (734) 424-0587.

Thank you.

Sincerely,

Brian Filipiak

Brian Filipiak Lieutenant Contracting Unit: Dexter Village
Contracted PSU: 3
Contract PSU Hours: 5,400

	Hours	Monthly	Hours
Month	Provided	Goal	(Short)/Over
January	444.00	450.00	(6.00)
February	381.00	450.00	(69.00)
March	505.00	450.00	55.00
April	447.00	450.00	(3.00)
May	477.00	450.00	27.00
June	491.00	450.00	41.00
July	454.00	450.00	4.00
August	428.00	450.00	(22.00)
September	402.00	450.00	(48.00)
October	389.00	450.00	(61.00)
November	393.00	450.00	(57.00)
December	444.50	450.00	(5.50)
Annual Total	5,255.50	5,400.00	(144.50)
Adjusted Annual Total	5,272.32	5,400.00	(127.68)

Note: Adjusted annual total includes off duty deputy court time (not previously included) and late logs

Washtenaw County Office of the Sheriff

Start Date: 12/1/2006
End Date: 12/31/2006

Area: #

039 Dexter Village Citations 13

	Start-Date:	End Date:		_
Dexter Village	12/1/2006	12/31/2006	•	
	Activity Type	Time (minut	es)	
	Administrative Duty	1525	25.41	
	Briefing	1360	22.66	
	Court (Regular Time)	45	0.75	
	Community Relations	2205	36.75	
	Follow-Up	4505	75.08	
	Proactive Patrol	9565	159.4	
	Special Detail	140	2.333	
	Selective Enforcement	1300	21.66	
	Self-Initiated Activity	1510	25.16	
	Service Requests	3425	57.08	
	Training	340	5.666	
	Traffic Stop	750	12.5	
	Total Time: All Activities	26670	444.5	

Friday, February 02, 2007

December 2006

Contract Area: Dexter Village

Incident Ty	pe/Description	Incident Count
A	Motorist Assist	1
BOL	BOL	3
0909	DEATH INVESTIGATION	1
1304	ASSAULT/DOMESTIC-MISDEMEANOR	1
2299	B&E TO AUTOMOBILE	1
2300	LARCENY (RETAIL FRAUD USE 3000)	2
2305	Larceny From Auto	4
2600	FRAUDULENT ACTIVITIES	3
2900	MDOP/DAMAGE TO PROPERTY/VANDALISM	1
3890	JUVENILE INCORRIGIBILITY/TRUANCY	4 ·
5000	WARRANT ARREST/OBSTRUCTING JUSTICE	3
5020	VIOLATION OF COURT ORDERS EXCEPT PPO	1
5309	TX-Harassing Calls-Hang Ups, Prank, Etc	1
5311	DISORDERLY CONDUCT	4
5586	ANIMAL CRUELTY	1
5720	TRESPASS NOTICE SERVED	2
6300	VAGRANCY-LOITERING	1
7500	SOLICITATION (PROSTITUTION USE 4000)	1
8909	COMMERCIAL VEHICLE VIOLATIONS	1
9001	ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA	4
9301	TRAFFIC CRASH	5
9302	PRIVATE PROPERTY TRAFFIC CRASH	2
9303	TRAFFIC VIOLATIONS-HAZ OPS, IMPOUNDS,ETC	2
9314	Private Property Impound	1

Friday, February 02, 2007

December 2006

Contract	Area: Dexter Village	
Incident T	ype/Description	Incident Coun
9401	ALARM-ARMED ROBBERY	2
9402	ALARM-BURGLARY	15
9505	MEDICAL ASSIST-AMBULANCE REQUEST	10
9806	FAMILY TROUBLE-NO CRIMINAL OFFENSE	1
9807	SUSPICIOUS SITUATIONS (CAR,PERSON,ETC)	15
9808	LOST & FOUND PROPERTY	5
9902	Civil Standby	1
9905	911 HANG UP CALL	5
9908	GENERAL ASSISTANCE	7
	Total	111

December 2005

Dexter Village Contract Area: **Incident Count** Incident Type/Description 1380 TX HARASSMENT/THREATS(OBSCENE USE 5372) 2200 **BURGLARY** 2210 **BURGLARY-ATTEMPT B&E TO AUTOMOBILE** 2299 LARCENY (RETAIL FRAUD USE 3000) 2300 2305 Larceny From Auto LARCENY OF GAS-SELF SERVE 2379 2500 FORGERY/COUNTERFEITING 2900 MDOP/DAMAGE TO PROPERTY/VANDALISM 3000 RETAIL FRAUD-INCLUDES SHOPLIFT/BEER RUN JUVENILE INCORRIGIBILITY/TRUANCY 3890 5300 NOISE COMPLAINT/PUBLIC PEACE TX-Harassing Calls-Hang Ups, Prank, Etc 5309 DISORDERLY CONDUCT 5311 5401 HIT & RUN CRASH (PUBLIC AND PRIVATE) 5560 ANIMAL BITES 9001 ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA 9301 TRAFFIC CRASH 9302 PRIVATE PROPERTY TRAFFIC CRASH 9303 TRAFFIC VIOLATIONS-HAZ OPS, IMPOUNDS, ETC 9304 ABANDON VEH, HAZARDS, ILLEGAL PARKING 9309 CAR ASSIST/CAR IN DITCH-NO DAMAGE 9314 Private Property Impound 9401 ALARM-ARMED ROBBERY ALARM-BURGLARY 9402 9403 ALARM-PANIC MEDICAL ASSIST-AMBULANCE REQUEST 9505 SUSPICIOUS SITUATIONS (CAR, PERSON, ETC) 9807 LOST & FOUND PROPERTY 9808 OVERDOSE (ACCIDENTAL-DRUG) WITHOUT 9809 9905 911 HANG UP CALL

Friday, February 02, 2007

December 2005

C	A
Contract	ATEX:

Dexter Village

Incident Type/Description

Incident Count

9908

GENERAL ASSISTANCE

3

64

Year-to-Date Incidents

Con	tract Dexter Village			
	<u>.</u>	# Incidents		
Incid	lent	<u>2006</u>	<u>2005</u>	<u>2004</u>
Α	Motorist Assist	1	0	0
P	Property Check	3	0	2
T	Traffic Stop	0	0	0
BOL	BOL	19	24	10
0909	DEATH INVESTIGATION	3	1	3
1002	KIDNAPPING-PARENTAL	0	0	0
1003	LURING-ATTEMPT CHILD LURING	1	0	0
1100	CSC/CRIMINAL SEXUAL CONDUCT-RAPE	7.	6	9
1206	ROBBERY-UNARMED	0	0	0
1301	ASSAULT AND BATTERY (DOM ASSAULT=1304)	11	8	6
1302	ASSAULT-FELONIOUS (DOMMESTIC USE 1305)	1	0	0
1303	THREATS/STALKING/ETHNIC INTIMIDATION	10	14	7
1304	ASSAULT/DOMESTIC-MISDEMEANOR	8	6	7
1305	ASSAULT/DOMESTIC-FELONIOUS/AGGRAVATED	0	0	0
1380	TX HARASSMENT/THREATS(OBSCENE USE 5372)	4	8	6
2000	ARSON	1	1	0
2200	BURGLARY	. 8	16	' 16
2210	BURGLARY-ATTEMPT	. 2	2	1
2298	ILLEGAL ENTRY-ENTRY WITHOUT PERMISSION	1	1	2
2299	B&E TO AUTOMOBILE	8	11	3
2300	LARCENY (RETAIL FRAUD USE 3000)	42	35	29
2302	PURSE SNATCHING WITHOUT EXCESSIVE FORCE	0	0	0
2305	Larceny From Auto	28	23	11
2379	LARCENY OF GAS-SELF SERVE	4	12	5
2401	UDAA/MOTOR VEHICLE THEFT	6	5	5
2402	UDAA Recovered-Mtr Veh As Stolen Propert	0	0	0
2405	FAIL TO RETURN RENTED/BORROWED VEHICLE	0	0	0
2411	TAKEN WITHOUT PERMISSION/JOY RIDING	0	0	1
2500	FORGERY/COUNTERFEITING	0	2	0
2600	FRAUDULENT ACTIVITIES	20	14	14
2700	EMBEZZLEMENT	1	2	3
2800	STOLEN PROPERTY-RECEIVING/POSSESSION/ETC	1	2	0

Friday, February 02, 2007

Year-to-Date Incidents

Incidents 2006 2005 2004 1900 MDOP/DAMAGE TO PROPERTY/VANDALISM 32 52 18 3000 RETAIL FRAUD-INCLUDES SHOPLIFT/BEER RUN 9 3 5 3500 DRUGS/VIOLATION OF PUBLIC HEALTH CODE 12 8 5 3550 DRUG PARAPHERNALIA POSSESSION 0 0 0 3600 SEX OFFENSES/GROSS INDECENCY 1 0 1 3601 INDECENT EXPOSURE 0 0 0 3611 PEEPING TOM/WINDOW PEEPING 0 0 0 3601 CHILD/FAMILY ABUSE OR NEGLECT 3 3 2 3800 CHILD/FAMILY ABUSE OR NEGLECT 32 37 40 4000 PROSTITUTION-COMMERCIALIZED SEX 0 0 1 4101 LIQUOR LAW VIOLATIONS 0 0 0 4104 MINOR IN POSSESSION OF ALCOHOL-CIVIL INF 2 0 1 4111 LIQUOR INSPECTION FOR LCC LICENSE 8 2 4	Cor	ntract Dexter Village			
2900 MDOP/DAMAGE TO PROPERTY/VANDALISM 32 52 18 3000 RETAIL FRAUD-INCLUDES SHOPLIFT/BEER RUN 9 3 5 3500 DRUGS/VIOLATION OF PUBLIC HEALTH CODE 12 8 5 3550 DRUG PARAPHERNALIA POSSESSION 0 0 0 0 3605 DRUG PARAPHERNALIA POSSESSION 0 0 0 0 1 3605 INDECENT EXPOSURE 0 0 0 0 0 0 0 0 1 3605 INDECENT EXPOSURE 0 1 4 0 0 0 1 4 0 <td< th=""><th></th><th></th><th># Incidents</th><th></th><th></th></td<>			# Incidents		
3000 RETAIL FRAUD-INCLUDES SHOPLIFT/BEER RUN 9 3 5 3500 DRUGS/VIOLATION OF PUBLIC HEALTH CODE 12 8 5 3550 DRUG PARAPHERNALIA POSSESSION 0 0 0 0 3600 SEX OFFENSES/GROSS INDECENCY 1 0 1 1 3605 INDECENT EXPOSURE 0 0 0 0 0 1 3601 PEEPING TOM/WINDOW PEEPING 0					
3500 DRUGS/VIOLATION OF PUBLIC HEALTH CODE 12 8 5 3550 DRUG PARAPHERNALIA POSSESSION 0 0 0 3600 SEX OFFENSES/GROSS INDECENCY 1 0 1 3605 INDECENT EXPOSURE 0 0 0 3611 PEEPING TOM/WINDOW PEEPING 0 0 0 3800 CHILD/FAMILY ABUSE OR NEGLECT 3 3 2 3890 JUVENILE INCORRIGIBILITY/TRUANCY 32 37 40 4000 PROSTITUTION-COMMERCIALIZED SEX 0 0 1 4100 LIQUOR LAW VIOLATIONS 0 0 0 4104 MINOR IN POSSESSION OF ALCOHOL-CIVIL INF 2 0 0 4104 MINOR IN POSSESSION OF ALCOHOL-CIVIL INF 2 0 1 4111 LIQUOR INSPECTION FOR LCC LICENSE 8 2 4 4200 DRUNKENESS (USE 5311 IF DISORDERLY) 3 0 3 4850 FLEEING AND ELUDING POLICE OFFICER 0 0 0					
3550 DRUG PARAPHERNALIA POSSESSION 0 0 3600 SEX OFFENSES/GROSS INDECENCY 1 0 1 3605 INDECENT EXPOSURE 0 0 0 0 3611 PEEPING TOM/WINDOW PEEPING 0 0 0 0 3800 CHILD/FAMILY ABUSE OR NEGLECT 3 3 2 3890 JUVENILE INCORRIGIBILITY/TRUANCY 32 37 40 4000 PROSTITUTION-COMMERCIALIZED SEX 0 0 1 4100 LIQUOR LAW VIOLATIONS 0 0 0 4104 MINOR IN POSSESSION OF ALCOHOL IN A VEH 0 0 0 4105 MINOR IN POSSESSION OF ALCOHOL-CIVIL INF 2 0 1 4111 LIQUOR INSPECTION FOR LCC LICENSE 8 2 4 4200 DRUNKENESS (USE 5311 IF DISORDERLY) 3 0 3 4800 OBSTRUCTING POLICE 3 0 1 4850 FLEEING AND ELUDING POLICE OFFICER 0 0 0 </td <td></td> <td></td> <td>-</td> <td></td> <td></td>			-		
3600 SEX OFFENSES/GROSS INDECENCY 1 0 1 3605 INDECENT EXPOSURE 0 0 1 3611 PEEPING TOM/WINDOW PEEPING 0 0 0 3800 CHILD/FAMILY ABUSE OR NEGLECT 3 3 2 3890 JUVENILE INCORRIGIBILITY/TRUANCY 32 37 40 4000 PROSTITUTION-COMMERCIALIZED SEX 0 0 1 4100 LIQUOR LAW VIOLATIONS 0 0 0 4104 MINOR IN POSSESSION OF ALCOHOL IN A VEH 0 0 0 4105 MINOR IN POSSESSION OF ALCOHOL-CIVIL INF 2 0 1 4111 LIQUOR INSPECTION FOR LCC LICENSE 8 2 4 4200 DRUNKENESS (USE 5311 IF DISORDERLY) 3 0 3 4850 FLEEING AND ELUDING POLICE 3 0 1 4850 FLEEING AND ELUDING POLICE OFFICER 0 0 0 5020 VIOLATION OF COURT ORDERS EXCEPT PPO 1 3 0					
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4111 LIQUOR INSPECTION FOR LCC LICENSE 8 2 4 4200 DRUNKENESS (USE 5311 IF DISORDERLY) 3 0 3 4800 OBSTRUCTING POLICE 3 0 1 4850 FLEEING AND ELUDING POLICE OFFICER 0 0 0 5000 WARRANT ARREST/OBSTRUCTING JUSTICE 11 10 12 5020 VIOLATION OF COURT ORDERS EXCEPT PPO 1 3 0 5030 PPO-PERSONAL PROTECTION ORDERS 1 2 1 5201 CCW-CARRYING CONCEALED WEAPONS 0 3 0 5202 BOMBS/EXPLOSIVES 0 0 0 5203 WEAPONS OFFENSES - OTHER 0 0 0 5213 SHOTS FIRED-CARELESS USE OF FIREARM 0 4 2 5215 BOMB/ARSON THREAT 0 1 0 5282 FIREWORKS USE/POSSESSION/SALE 2 1 0 5300 NOISE COMPLAINT/PUBLIC PEACE 16 25 12 5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	4104	MINOR IN POSSESSION OF ALCOHOL IN A VEH	0	0	0
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4800 OBSTRUCTING POLICE 3 0 1 4850 FLEEING AND ELUDING POLICE OFFICER 0 0 0 5000 WARRANT ARREST/OBSTRUCTING JUSTICE 11 10 12 5020 VIOLATION OF COURT ORDERS EXCEPT PPO 1 3 0 5030 PPO-PERSONAL PROTECTION ORDERS 1 2 1 5201 CCW-CARRYING CONCEALED WEAPONS 0 3 0 5202 BOMBS/EXPLOSIVES 0 0 0 5203 WEAPONS OFFENSES - OTHER 0 0 1 5213 SHOTS FIRED-CARELESS USE OF FIREARM 0 4 2 5215 BOMB/ARSON THREAT 0 1 0 5282 FIREWORKS USE/POSSESSION/SALE 2 1 0 5300 NOISE COMPLAINT/PUBLIC PEACE 16 25 12 5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	4200	DRUNKENESS (USE 5311 IF DISORDERLY)	3	0	3
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5030 PPO-PERSONAL PROTECTION ORDERS 1 2 1 5201 CCW-CARRYING CONCEALED WEAPONS 0 3 0 5202 BOMBS/EXPLOSIVES 0 0 0 5203 WEAPONS OFFENSES - OTHER 0 0 1 5213 SHOTS FIRED-CARELESS USE OF FIREARM 0 4 2 5215 BOMB/ARSON THREAT 0 1 0 5282 FIREWORKS USE/POSSESSION/SALE 2 1 0 5300 NOISE COMPLAINT/PUBLIC PEACE 16 25 12 5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	5000	WARRANT ARREST/OBSTRUCTING JUSTICE	11	10	12
5201 CCW-CARRYING CONCEALED WEAPONS 0 3 0 5202 BOMBS/EXPLOSIVES 0 0 0 5203 WEAPONS OFFENSES - OTHER 0 0 1 5213 SHOTS FIRED-CARELESS USE OF FIREARM 0 4 2 5215 BOMB/ARSON THREAT 0 1 0 5282 FIREWORKS USE/POSSESSION/SALE 2 1 0 5300 NOISE COMPLAINT/PUBLIC PEACE 16 25 12 5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	5020	VIOLATION OF COURT ORDERS EXCEPT PPO	1	3	0
5202 BOMBS/EXPLOSIVES 0 0 0 5203 WEAPONS OFFENSES - OTHER 0 0 1 5213 SHOTS FIRED-CARELESS USE OF FIREARM 0 4 2 5215 BOMB/ARSON THREAT 0 1 0 5282 FIREWORKS USE/POSSESSION/SALE 2 1 0 5300 NOISE COMPLAINT/PUBLIC PEACE 16 25 12 5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	5030	PPO-PERSONAL PROTECTION ORDERS	1	2	1
5203 WEAPONS OFFENSES - OTHER 0 0 1 5213 SHOTS FIRED-CARELESS USE OF FIREARM 0 4 2 5215 BOMB/ARSON THREAT 0 1 0 5282 FIREWORKS USE/POSSESSION/SALE 2 1 0 5300 NOISE COMPLAINT/PUBLIC PEACE 16 25 12 5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	5201	CCW-CARRYING CONCEALED WEAPONS	0	3	0
5213 SHOTS FIRED-CARELESS USE OF FIREARM 0 4 2 5215 BOMB/ARSON THREAT 0 1 0 5282 FIREWORKS USE/POSSESSION/SALE 2 1 0 5300 NOISE COMPLAINT/PUBLIC PEACE 16 25 12 5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	5202	BOMBS/EXPLOSIVES	0	0	0
5215 BOMB/ARSON THREAT 0 1 0 5282 FIREWORKS USE/POSSESSION/SALE 2 1 0 5300 NOISE COMPLAINT/PUBLIC PEACE 16 25 12 5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	5203	WEAPONS OFFENSES - OTHER	0	0	1
5282 FIREWORKS USE/POSSESSION/SALE 2 1 0 5300 NOISE COMPLAINT/PUBLIC PEACE 16 25 12 5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	5213	SHOTS FIRED-CARELESS USE OF FIREARM	0	4	2
5300 NOISE COMPLAINT/PUBLIC PEACE 5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	5215	BOMB/ARSON THREAT	0	1	0
5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	5282	FIREWORKS USE/POSSESSION/SALE	2	1	0
5309 TX-Harassing Calls-Hang Ups, Prank, Etc 2 7 1	5300	NOISE COMPLAINT/PUBLIC PEACE	16	25	12
			2	7	1
			38	31	23
5372 OBSCENE TELEPHONE CALLS 0 0 0					
5401 HIT & RUN CRASH (PUBLIC AND PRIVATE) 10 28 21			10		21
5402 OUIL/OUID 5 5 8		,			8

Friday, February 02, 2007

Year-to-Date Incidents

Cor	ntract Dexter Village			
		# Incidents		
Inci	lent	<u>2006</u>	<u>2005</u>	<u>2004</u>
5403	TRAFFIC VIOLATION ARREST (EXCEPT OUIL)	4	1	1
5500	HEALTH & SAFETY	4	. 6	2
5560	ANIMAL BITES	. 3	4	5
5561	ANIMALS AT LARGE & CONFINED ANIMALS	9	23	17
5563	ANIMAL PROBLEMS(MISC), BARKING DOGS, ETC	13	5	4
5564	ANIMAL-IMPOUNDED DOG	1	5	3
5586	ANIMAL CRUELTY	4	1	1
5593	TOBACCO PRODUCT VIOLATIONS	2	0	1
5600	CIVIL RIGHTS VIOLATIONS	0	0	1
5700	TRESPASSING/INVASION OF PRIVACY	4	2	2
5720	TRESPASS NOTICE SERVED	14	11	2
6200	HUNTING & CONSERVATION VIOLATIONS	4	5 -	4
6274	LITTERING	0	0	2
6276	SNOWMOBILE VIOLATIONS	. 0	1	0
6277	OFF ROAD VEHICLE VIOLATIONS	1	1	0
6300	VAGRANCY-LOITERING	2	2	1
7000	RUNAWAY/MISSING JUVENILE (AGE 11-16)	7	7	8
7001	RUNAWAY-RECOVERED FM OTHER	0	1	1
7002	MISSING CHILD (AGE 10 AND UNDER)	1	1	0
7300	MISCELLANEOUS CRIMINAL OFFENSES	0	0	i
7500	SOLICITATION (PROSTITUTION USE 4000)	2	4	2
8909	COMMERCIAL VEHICLE VIOLATIONS	1	0	0
9000	ASSIST OTHER AGENCY-IN ASSIGNED AREA	10	3	7
9001	ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA	43	33	41
9005	PBT Test Given (Not Incident to Arrest)	0	1	0
9204	MENTAL HEALTH PROBLEMS	4	8	11
9301	TRAFFIC CRASH	66	82	81
9302	PRIVATE PROPERTY TRAFFIC CRASH	8	15	19
9303	TRAFFIC VIOLATIONS-HAZ OPS, IMPOUNDS, ETC	17	13	15
9304	ABANDON VEH, HAZARDS, ILLEGAL PARKING	10	12	13
9305	TRAFFIC HAZARD (NON-VEHICLE)	1	1	4
9306	TRAFFIC DIRECTION/CONTROL	0	2	2

Friday, February 02, 2007

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Year-to-Date Incidents

Cor	ntract Dexter Village			
		# Incidents		
Inci	dent	<u>2006</u>	<u>2005</u>	<u>2004</u>
9307	INSPECTION-MOTOR VEHICLE	2	2	4
9309	CAR ASSIST/CAR IN DITCH-NO DAMAGE	2	9	3
9313	Traffic Control Device Problem	0	1	0
9314	Private Property Impound	6	14	5
9401	ALARM-ARMED ROBBERY .	4	6	3
9402	ALARM-BURGLARY	146	114	128
9403	ALARM-PANIC	0	4	6
9404	ALARM-FIRE	0	2	0
9406	Alarm-AUDIBLE	5	2	0
9501	FIRE-ACCIDENTAL (HOUSE/UNATT CAR/OTHER)	11	8	. 8
9504	HAZARDOUS MATERIAL CONDITION	0	3	0
9505	MEDICAL ASSIST-AMBULANCE REQUEST	74	43	- 31
9706	ACCIDENT-ALL OTHER	1	0	0
9708	ACCIDENTAL DAMAGE TO PROPERTY	4	. 2	2
9801	MARINE COMPLAINTS (ACCIDENT USE 9704/5)	0	0	1
9803	PROPERTY CHECK/DIRECTED PATROL/VAC	4	2	6
9804	CIVIL (LEGAL) PROBLEM (NOT DOMESTIC,ETC)	5	8	5
9805	NEIGHBOR TROUBLE-NO CRIMINAL OFFENSE	- 3	6	6
9806	FAMILY TROUBLE-NO CRIMINAL OFFENSE	22	21	11
9807	SUSPICIOUS SITUATIONS (CAR, PERSON, ETC)	88	108	73
9808	LOST & FOUND PROPERTY	24	22	9
9809	OVERDOSE (ACCIDENTAL-DRUG) WITHOUT	1	1	0
9810	REPOSSESSION OF VEHICLE	0	0	1
9902	Civil Standby	10	3	5
9903	MISSING PERSON (age 17 and older)	2	2	4
9905	911 HANG UP CALL	48	. 33	50
9908	GENERAL ASSISTANCE	60	39	29
9909	OTHER NON-CRIMINAL & UNKNOWN INCIDENTS	0	0	0
9915	DEXTER VILLAGE ORDINANCE COMPLAINTS	0	1	0
	Totals	1138	1124	944

Friday, February 02, 2007

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DEXTER VILLAGE

Summary of Police Services Dec-2006

***************************************	MAJOR INCIDENTS					
Date	Location	Incident	Deputy			
12/3/2006	3000 Block Baker Road	Death Investigation	Pasternak			
12/15/2006	7700 Block Kookaburra Court	Radio Stolen from Unlocked Vehicle	Jiddou			
12/15/2006	2400 Dongara Drive	Radio Stolen from Locked Vehicle	Yee/Mesko			
12/19/2006	2200 North Parker (High School)	Turfing of School Lawn	Yee/Mesko			
12/20/2006	8000 Block Forest Street	Fugitive Warrant Arrest	Hause			
12/22/2006	2200 Block Melbourne	Radio Stolen from Unlocked Vehicle	Stitt			
12/22/2006	7800 Block Kookaburra Court	Radio Stolen from Unlocked Vehicle	Stitt			
12/23/2006	2400 Block Dongara	Unlocked Vehicle Ransacked	Carrier			
12/30/2006	8100 Block Fifth Street	Violation of Parole	Jiddou			
12/31/2006	Baker/Hudson	Domestic Assault Investigation	Stitt			

CITATIONS					
January	3				
February	12				
March	11				
April	25				
May	17				
June	24				
July	24				
August	13				
September	22				
October	16				
November	8				
December	13				

INCIDENTS								
	B&E Larceny Drunk							
	Crashes	Alarms	Auto	B&E	Assaults	Driving		
Jan	5	7	2	1	1	0		
Feb	2	16	1	0	3	0		
Mar	. 5	5	1	1	1	2		
Apr	6	9	0	0	0	0		
May	7	13	0	1	2	2		
Jun	6	6	3	0	4	0		
Jul	3	27	10	2	2	0		
Aug	4	15	. 6	1	1	0		
Sep	5	13	0	2	0	0		
Oct	12	. 16	0	1	1	1		
Nov	6	6	4	0	1	0		
Dec	5	15	5	0	1	0		

		HOURS			
	Contract Hours	Actual Hours	Monthly Difference	YTD Hours	YTD Difference
January	450	444	-6	444	-6
February	450	381	-69	825	-75
March	450	505	55	1330	-20
April	450	447	-3	1777	-23
May	450	477	27	2254	4
June	450	491	41	2745	45
July	450	454	4	3199	49
August	450	428	-22	3627	27
September	450	402	-48	4029	-21
October	450	389	-61	4418	-89
November	450	393	-57	4811	-139
December	450	444.5	-5.5	5255.5	-144.5
Adjusted		16.82		5272.32	-127.68

TOTA	AL INCIDI	ENTS
	2006	2005
Jan	60	74
Feb	68	79
Mar	85	80
Apr	98	88
May	95	98
Jun	117	92
Jul	126	88
Aug	113	141
Sep	87	95
Oct	99	95
Nov	79	110
Dec	111	64
TOTAL	1138	1124



Washtenaw County Office of the Sheriff



2201 Hogback Road ◆ Ann Arbor, Michigan 48105-9732 ◆ OFFICE (734) 971-8400 ◆ FAX (734) 973-4624 ◆ EMAIL sheriff@ewashtenaw.org

DANIEL J. MINZEY

SHERIFF

UNDERSHERIFF

MEMO

TO:

Village of Dexter

FROM:

Brian Filipiak

DATE:

January 14, 2007

RE:

Village Police Service Trends 1991-2006

Cc:

Commander Marilyn Hall-Beard

Commander Dave Egeler

Attached is a study I completed detailing the Police Service Requests for the Village of Dexter from 1991 through 2006 on a yearly basis.

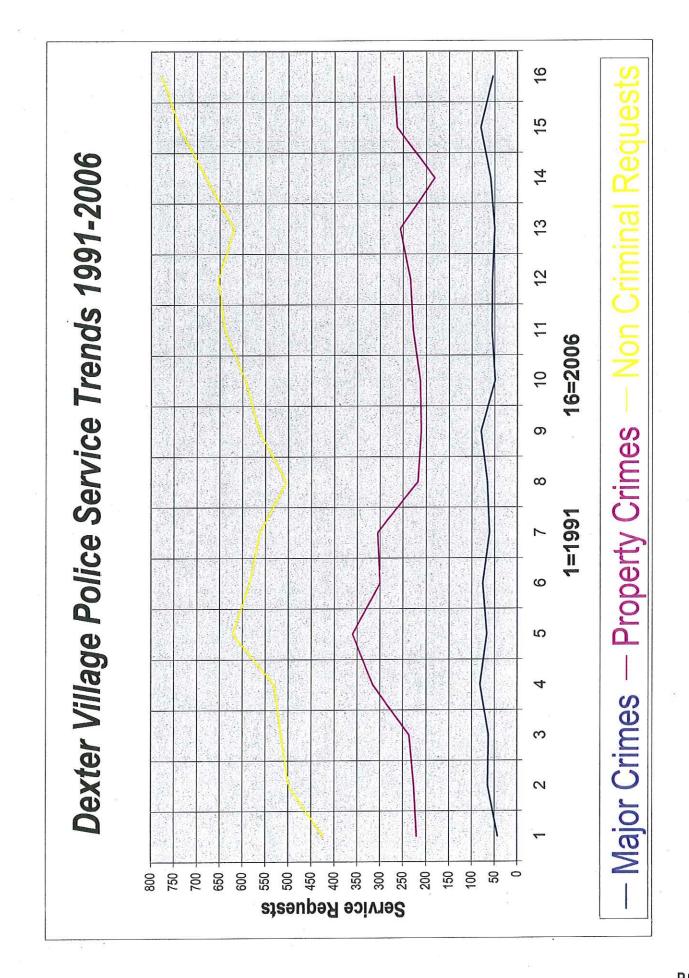
The data was broken down into three categories:

- Major Crimes (All crimes against persons and crimes of serious nature)
- Property Crimes (Non-person crimes)
- Non Criminal Service Requests

I interpret the data to show the following:

- Major Crimes over the past 16 years has remained consistent, with no indication of increased random criminal activity.
- Property Crimes have remained steady, with several noticeable spikes in the mid 1990's and again in 2005 and 2006. Data indicates that the spikes, especially in the mid 1990's were incidents that did not have a great impact on the quality of life in Dexter.
- Non-Criminal Service Requests have steadily increased over the 16 years and from 1991 to 2006 have nearly doubled.

Although crime has remained stable, the increase of non-criminal complaints is taxing on police staffing levels. Many of these non-criminal complaints are time consuming and at times require two officers for officer safety issues such as a B&E alarm or suspicious incidents. One must use caution when analyzing non-criminal activity as often it not until a police investigation has been completed that is determined to be non-criminal.



16 5 Dexter Village Yearly Requests 1991-2006 <u>რ</u> 12 — Total Service Requests တ ∞ 1=1991 ဖ Ŋ 1200 ₁ 800 009 500 1100 1000. 900 700 Number of Requests

Dexter Village Police Service Request Trends 1991 to 2006 Comparison

	1991	1992	1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006
Major Crimes (Including all crimes against persons)	43	65	63	82	29	9/	65	99	80	49	56	55	50	59	81	54
Property Crimes (Non-person Crimes)	220	226	236	316	360	300	305	218	211	213	228	234	256	181	263	270
Non Criminal Service Requests	423	498	515	530	621	584	562	504	563	593	639	653	618	089	738	775

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920 | 1082 | 1099

Yearly Totals*

* Yearly totals will be less than actual service requests reported on an annual basis as non service impact service requests were removed. Examples included: General BOL's, Directed Patrols, & Private Property Impounds

Major Crimes (Includes all crimes against persons)

Service Request Type	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006
Murder																
Rape	3	5	4	2	_	5	3	-	1	~	-7	က	4	6	င်	7
Kidnapping		_		۲		1						-				-
RobberyArmed									2	-		-				1
Felonious Assault		3	-			7-	1	4	2	-	2	2				-
Burglary	19	16	18	13	∞	15	6	7	15	-	6	5	10	16	16	8
Motor Vehicle Theft	က	4	6	7	5	e	8	5	8	5	4	2	6	7	5	9
Arson	2	က		3		2			7	2					1	-
Bomb Threat					-		7-	4	2			-			-	
Domestic Assault		2	က	15	13	6	7	6	10	16	13	15	9	7	9	10
Assault & Battery	14	21	18	. 11	24	16	10	9	1-	8	9		2	9	8	1
Protection / Court Order			2			Ψ	-	4	2	_	2		2	-	2	6
Threats / Harassment		9	9	29	14	22	20	25	25	11	18	16	16	14	0.0	I C
Racial Crimes																Ì
Sex Crimes (Excluding Rape)	7		7	-	-	F	-	-	Ψ	-	-	F	r.	٧.	4	۲
Miscellaneous Felony Crimes		-											· -		1	-
															l	
Total	43	65	63	82	29	92	61	99	80	49	56	55	50	59	84	54

Property Crimes (Non-Person Crimes)

				İ	Ì		ŀ									
Service Request Type	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2002	2006
Attempt B&E / Home / Auto					F	-		7	2	~	-	4	11	-	2	2
CCW / Weapons Offenses / Explosives	9		က	2	2	7	2	2	2		-	-	-	-	က	
Damage / Vandalism / Hit & Run Vehicle	32	65	22	63	69	89	22	77	20	28	6	2	62	39	80	42
Disorderly / Drunkenness / Vagrancy	17	25	17	33	37	32	45	34	25	37	28	36	36	27	33	45
Drive OffFuel		5	6	64	65	15	42	ω	τ-	7	10	9	15	5	12	4
Drugs / Narcotic Laws	2	-	8	5	7	7	2	2	3	7	12	8	5	2	8	12
Drunk Driving	47	15	27	37	15	35	22	19	16	10	20	13	13	8	5	5
Embezzlement					~	4	2	4		-		2	-	3	2	7
Fireworks		2		1	9	Υ-		က	4	2	3	9	4		1	2
Fraud / Forgery / Identity Theft	4	8	16	7	10	4	9	6	2	9	12	8	16	14	16	20
Immigration Laws					Ψ				γ-							
Juvenile Laws (Curfew / Alcohol / Tobacco)		1		3	. 11	39	17	4	80	9	2	3	2	2		4
Larceny (Non Vehicle)	72	53	54	51	29	40	41	34	54	31	22	26	43	29	37	42
Larceny from Vehicle										ဖ	7	17	15	14	34	36
Liquor Laws / Inspections		7	99	85	7	7	12	7	8	8	က	က	2	4	2	8
Recovered Stolen Property	τ-			2	۲.	1						-	က			~
Retail Fraud				3	6	14	11	က	9	6	9	4	2	5	က	6
Traffic Arrests	10	6	9		1		2	1		ν-		4	2	Ψ-	Υ-	4
Resist / Obstruct Police			1	7							4		-	-		3
Trespass	5	4	. 2	5	10	11	10	9	Γ-	7	18	10	6	4	13	18
Unlawful Entry (Building/Home)				2	2	7	-	τ-	1	₩	-			2	=	Γ
Warrant Arrests	24	33	22	32	27	17	32	17	12	10	13	=	13	12	10	=
Miscellaneous Misdemeanor Crimes		လ	12		-	₹-			2			τ-		4		
Total	220	226	302	396	350	300	305	218	211	213	228	234	256	181	263	270
									ľ					I		

Non Criminal Service Requests

adi Isahnesi idhe	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006
													-			
911 Hangup		4	2	11	25	24	21	43	28	38	37	22	37	20	33	48
Accidental Damage				2		2	∞	٦	2	9	4	F	2	7	2	5
Animal Bite / Problems / Impounds	11	20	11	43	24	29	15	22	22	100	19	782	26	8	38	30
Assist Other Jurisdiction		2	1	7	4	7	5	2	9	10	9	34	42	48	36	53
B&E Alarms / Panic Alarms	47	79	81	147	122	138	106	110	138	156	173	151	148	137	128	155
Civil Complaints	2	က	4	2	5	14	15	2	17	6	4	12	T	9	00	5
Conservation / ORV Laws	7	_	9	9	4	3	2	4		-	3	2	2	4	7	2 12
Family Trouble	. 24	28	23	10	15	11	16	15	15	23	14	23	21	13	24	28
Fire Investigations	1	10	4	5	9	6	4	4	_	 	6	5	9	8	8	7
General Assist / Civil Standby	31	194	182	118	144	101	92	31	21	21	31	26	30	8	42	72
Health / Safety	2	14	19	2	7	2	7	က	3	-	F	4	7	2	6	4
Juvenile Trouble		-	7	6	41	22	25	10	27	21	29	23	12	41	37	32
Lost / Found	16	23	22	13	14	10	10	10	16	16	20	15	1	6	22	24
Medical Calls		9	4	7	6	17	20	7	14	E	19	26	12	34	43	74
Mental Problems					7	7	5	9	9	17	4	4	8	7	8	4
Missing Adult	_	5	5	9	3	2	-	2	7	2	7	-	-	4	2	2
Missing Child					က	7	_	3	3	2	2	-	5		-	~
Natural Death	-	$\overline{}$	1	5	3	2	2	7	1	2	2	2		က	-	က
Neighbor Trouble	-			2	9	8	ന	4	5	4	2	9	9	9	9	က
Noise Complaints	46	99	72	27	27	24	38	22	21	27	21	82	16	12	25	16
Overdose	_			2		-		۳	2						-	-
Parking Complaints	30	7	6		23	:12	32	24	19	15	12	16	19	13	12	10
Runaway ·	က	12	13	19	တ	4	9	2	6	9	3	10	က	8	8	7
Shots Fired	1			2	1	7	က	2	Ψ-	~	3	8	4	2	4	
Suicide	1	1	τ-		7											
Suspicious Incidents	09	89	49	53	83	63	72	09	99	20	88	84	67	73	108	88
	93	99	72	71	93	112	94	74	97	94	109	102	96	100	97	74
Traffic Violation / Traffic Hazards / Car Assists	47	45	22	56	56	32	35	35	16	22	24	29	29	78	28	20
Water Accidents			_		1						1		-	-		T
																Ī
lotal	423	099	641	621	732	662	633	504	563	593	639	653	618	089	738	775

lanager Report March 26, 2007 Page 1 of 1 villageofdexter.org

Fax (734)426-5614

Phone (734)426-8303

VILLAGE OF DEX

8140 Main Street **MEMO**

President Seta and Council Members From: Donna Dettling, Village Manager

Date: March 26, 2007 Re: VM Report

1. Meeting Review:

To:

• March 12th - OHM -Flow Meter Update

• March 14th – Tom Traciak review GF data

• March 19th - Gordon Hall Management Meeting

March 22nd – AA SPARK Meeting

- 2. 2007 Property Tax Assessments. At the last meeting Council asked for information on the recent property tax assessments and how the lowering of some taxable values may affect revenue for the upcoming fiscal year. Marie put together the information and it was emailed to all of you on March 14th. A copy of that information is included with my report as well as a copy of an email from Trustee Semifero regarding the email. Marie was able to put together updated revenue estimates based on preliminary taxable value numbers from both Scio and Webster Townships. Her updated report is attached.
- 3. 2007-08 Budget Planning Work Session. We need to discuss a date for a Budget Planning Work Session. Prior to the next Council meeting on April 9th or another day that week is preferred. Tom Traciak will be available that week to assist us with a General Fund 10-year projection analysis. We will also establish goals and objectives for fiscal year 2007-08.
- 4. Dexter Business & Research Park. Andy Kline of KRG Investments contacted me regarding a potential investment in the DBRP. Lot -037, which is currently vacant and owned by KRG Investments, is working with a High Tech Research and Manufacturing Company of diagnostic tools used in the semi-conductor industry. They are looking at an 8,000 sq ft facility and well over a \$1,000,000 investment for the initial move to Dexter. Actual investment and job numbers will be forthcoming with an application for a tax abatement.
- 5. Tax collection percentages. A summary of the tax collection percentages is provided with my report. A listing of the delinquent Real Property tax was email to all of you on March 20th, as requested.
- 6. LDFA Final Payment. Paul Bishop dropped off the final LDFA reimbursement check on Thursday, March 22, 2007 in the amount of \$201,468.13...

Donna Dettling

From: Marie Sherry

Sent: Wednesday, March 21, 2007 5:48 PM

To: Donna Dettling; John Hanifan

Subject: Estimated tax revenue

Donna & John -

As a follow up from the last meeting, Council had asked whether or not the lowering of some taxable values within the Village would effect our bottom line as far as overall revenue. I have received preliminary taxable value numbers from both the Scio Township and Webster Township assessors, along with preliminary DDA capture. I spoke with Washtenaw County Equalization, and they anticipate that our roll back will be much lower than it has been in previous years. We won't have that actual number until May.

Using this year's millage rate for <u>example purposes</u>, I have prepared a spreadsheet that shows that the Village will see an overall revenue increase, but not as high as we have seen in previous years. Please see the attachment. If you have any questions, please let me know.

Marie

Marie A. Sherry, CPFA Treasurer/Finance Director Village of Dexter 8140 Main Street Dexter MI 48130 (734) 426-8303 x 14

2007 Estimated Tax Revenue Scenario

	2007 Estimated Board of Review Taxable	2007 Estimated Operating Millage	2007 Estimated Operating Revenue	2007 Estimated Streets Millage	2007 Estimated Streets Revenue
Coin Tun Dool	470 044 005	9.8312	4 602 042	3.0752	
Scio Twp Real	172,211,095		1,693,042		529,584
Scio Twp Personal	24,353,100	9.8312	239,420	3.0752	74,891
Scio Twp IFT Real	4,793,356	4.9156	23,562	1.5376	7,370
Scio Twp IFT Personal	6,190,900	4.9156	30,432	1.5376	9,519
Webster Twp Real	21,248,175	9.8312	208,895	3.0752	65,342
Webster Twp Personal	466,100	9.8312	4,582	3.0752	1,433
Total	229,262,726	N/A	2,199,934	N/A	688,139
(Less DDA Capture)	21,849,350	9.8312	214,805	3.0752	67,191
Total to Village	207,413,376	N/A	1,985,128	N/A	620,948

 $[\]star\star$ 2007 estmated millage rates based on a roll back of .9950 for example purposes only. This number is a guess and is not based on any solid data.

	2006 Final Taxable	2006 Operating Millage	2006 Operating Revenue	2006 Streets Millage	2006 Streets Revenue
Scio Two Real	161,385,670	9.8807	1,594,603	3.0055	485,045
Scio Twp Personal	23,611,200	9.8807	233,295	3.0055	70,963
Scio Two IFT Real	6,610,948	4.9404	32,660	1.5028	9,935
Scio Twp IFT Personal	7,609,400	4.9404	37,593	1.5028	11,435
Webster Twp Real	20,947,344	9.8807	206,974	3,0055	62,957
Webster Twp Personal	491,700	9.8807	4,858	3.0055	1,478
Total	220,656,262	N/A	2,109,985	N/A	641,813
(Less DDA Capture)	17,358,672	9.8807	171,516	3.0055	52,171
Total to Village	203.297.590	N/A	1.938.469	N/A	589.641

Memo

To: Village Council

From: Marie Sherry

CC: Donna Dettling, John Hanifan

Date: 3/14/2007

Re: 2007 Property Tax Assessments

I was asked to provide information on the recent property tax assessments and how the lowering of some taxable values may effect our budget.

There are two ways that taxable value is capped. The most common one is that the taxable value cannot increase by more than the rate of inflation or 5%, whichever is lower. The inflation rate used for the 2007 tax year is 3.7%, which is higher than it has been in recent years.

The second way that taxable value is capped is by the SEV – the taxable value cannot be higher than the SEV. This year, unlike previous years, there has been some lowering of SEV's due to the downturn in the real estate market, especially in homes that have been purchased in recent years. Here is a simplified example:

- A house is purchased in 2005 for \$300,000. The taxable value at time of purchase is \$100,00 and the SEV is \$145,000
- The SEV and taxable value are increased in 2006 to match the purchase price. Both are set at \$150,000.
- > The 2007 assessments are performed, and the SEV is lowered due to market factors to \$140,000. The past year's taxable value of \$150,000 is higher than the current year's SEV, so the taxable value is lowered to match the SEV.
- > Assuming the millage rate stays the same, this taxpayer would see a decrease in their taxes from 2006. If the 2007 millage rate decreases, that would decrease their taxes further.

I spoke with the assessors of both Webster Township and Scio Township. In Webster Township, there were some taxable values that were lowered due to the factors mentioned above, however their assessor's preliminary figures show an overall taxable value increase of approximately \$240,000 on Village parcels due to new homes completed in 2006 becoming fully assessed and the inflation increase. Scio Township is still holding their Board of Review, but their assessor believes that the overall taxable value for their parcels will also increase, even though they have also had some taxable values lowered, due to the same factors as Webster Township.

We should be able to get good preliminary numbers for budget purposes from both townships in the next few weeks once the boards of review are completely wrapped up. If you have any questions, please let me know.

Donna Dettling

From: Joe Semifero [jrsemifero@yahoo.com]

Sent: Thursday, March 15, 2007 10:15 AM

To: Donna Dettling; Donna L. Fisher (E-mail); James Carson (E-mail); Jim Seta (E-mail); Jim Seta (E-mail 2);

Paul Cousins (E-mail); Ray Tell (E-mail); Shawn Keough (E-mail)

Subject: Re: Taxable Value Memo

To elaborate on the point I was trying to make on Monday night with this request:

Based on Marie's memo, if Webster expects roughly a \$240,000 increase and the SEV in Webster currently is approximately \$21M, that is roughly a 1% growth in revenue, assuming no changes in millage, Headlee, etc. Although Scio SEV should have increased a little more than this (with Busch's and associated shopping area - assuming it is not in the DDA - coming on line), all our other costs are not slowing or decreasing: health care, retirement, salaries, etc. Net effect may end up being a decrease in available funds for additional projects (assuming our operating expenses are the same and increase with inflation or more) as compared to last year.

Am I reading this incorrectly?

Joe

---- Original Message ----

From: Donna Dettling ddettling@villageofdexter.org

To: Donna L. Fisher (E-mail) <d.fisher@dexter.k12.mi.us>; James Carson (E-mail) <jcarson@aiserv.net>; Jim

Seta (E-mail) <jwseta@yahoo.com>; Jim Seta (E-mail 2) <jim.seta@skf.com>; Joe Semifaro (E-mail)

<jrsemifero@yahoo.com>; Paul Cousins (E-mail) <millpond89@comcast.net>; Ray Tell (E-mail)

<ellistell@aol.com>; Shawn Keough (E-mail) <skeough@wadetrim.com>

Sent: Wednesday, March 14, 2007 7:17:52 PM

Subject: FW: Taxable Value Memo

Donna Dettling Village Manager 8140 Main Street Dexter, MI 48130 Ph# 734-426-8303 X11 Fax# 734-426-5614

----Original Message-----From: Marie Sherry

Sent: Wednesday, March 14, 2007 6:31 PM

To: Donna Dettling

Subject: Taxable Value Memo

Donna -

This is follow up from our staff meeting yesterday regarding the decreases in taxable value. Please forward this to Council. Thank you.

Marie A. Sherry, CPFA Treasurer/Finance Director Village of Dexter

GOALS AND OBJECTIVES FOR FY 2007 – 2008 Establish during Budget Planning Work Sessions

GOAL - Maintain Financial Sustainability *Objectives:*

- 1) Annually review Utility Rate Study, update every three years
 - Evaluate Rural Development's Graduation request again in 2010
 - Review recommendation for 7-1-07 water and sewer rate adjustment
- 2) Generally maintain tax rate increases at the rate of inflation. Discussed keeping Street Millage constant each year until it hits the headlee reduction requirement.
- 3) Maintain a most competitive tax rate position in relation to other Southeast Michigan communities.
 - City Status??? Reduce tax burden to residents
- 4) Have unappropriated reserve all funds of 15% of annual expenses.
- 5) Develop strategy for implementing opportunities for strengthening internal controls and operating efficiencies.
 - Bring the DDA accounting of cash receipts and disbursements under the administration of the Village Treasurer. Schedule at least (2) joint meetings between DDA and Council
- 6) Attract and maintain growth through an ongoing commitment to Economic Development.
- 7) Continue to explore other revenue streams to lower the percentage of property taxes, as part of the overall Municipal revenue.

GOAL - Ensure Good Stewardship of Municipal Infrastructure *Objectives:*

- 1)Ensure the Main Street Bridge/Dam project is planned for with the best interests of Dexter
 - Continue to work with WCRC

- 2) Use Water/Sewer Study data and DEQ requirements to establish policy.
 - Develop the 5th Well Site to ensure adequate supply of water to meet the estimated daily demand at a quality that exceeds the Safe Drinking Water Guidelines
 - Determine priorities to protect and allocate any excess capacity water and sewer
 - Determine Capital Plan for removal of inflow and infiltration for Sewer System
 - Pursue SRF funding for water and sewer projects
- 3) Complete the Facilities Master Plan in 2007.
 - Research potential for expansion of Fire Hall
 - Research potential construction of Village Hall
 - Research fuel use and cost savings if fuel tank size is increased
 - •
- 4) Develop a long-range plan to ensure sufficient budget for long-term infrastructure sustainability and facility maintenance.
 - Establish funding alternatives and implement best alternative
- 5) Develop a long-range plan for Mill Creek and possible redevelopment:
 - · Continue to pursue grant funding for Mill Creek
- 6) Complete CIP's Budgeted for 2006/07, and identify long-term funds for future CIP's.

GOAL - Facilitate a High Quality of Life Objectives:

- 1) In concert with the community, develop a comprehensive parks, recreation, arts and culture strategic plan to address, guide and prioritize our parks, recreation, arts and cultural needs in a cost-effective manner.
 - Staff research how other communities have set up similar Commissions, review resolutions and bring a recommendation to Council for consideration.
 - Develop an Arts & Culture Commission to bring arts and culture to Dexter.
- 2) Continue to foster community spirit networking with community social service organizations.
 - Support bus service

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GOAL – Engage the Community Objectives:

- 1. Encourage, support and recognize community volunteers on an annual basis.
- 2. Develop standard Village of Dexter logo and colors to be used on all village printed materials, cable channel and website.
 - Coordinate efforts with DACC
- 3. Provide open houses / community forums on major issues under consideration by Council. Establish Community ad-hoc committees to review major issues.
- 4. Keep the public informed through the News, cable access channel, website, and issuing regular press releases. Take full advantage of the Adams billboard arrangement and continue Newsletters.
 - Collaborte with Mr. Weaver at DCS
 - Use billboard for Farmer's Market
- 5. Meet regularly with interest groups.

GOAL - Develop & Maintain a First-Rate Work Force

Objectives:

- 1)Develop and implement quarterly training for employee development.
- 2) Explore and evaluate technologies for consolidating communications infrastructure.
- 3) Develop safety programs to minimize and/or transfer risk.

GOAL - Encourage Innovation & Excellence in Customer Service

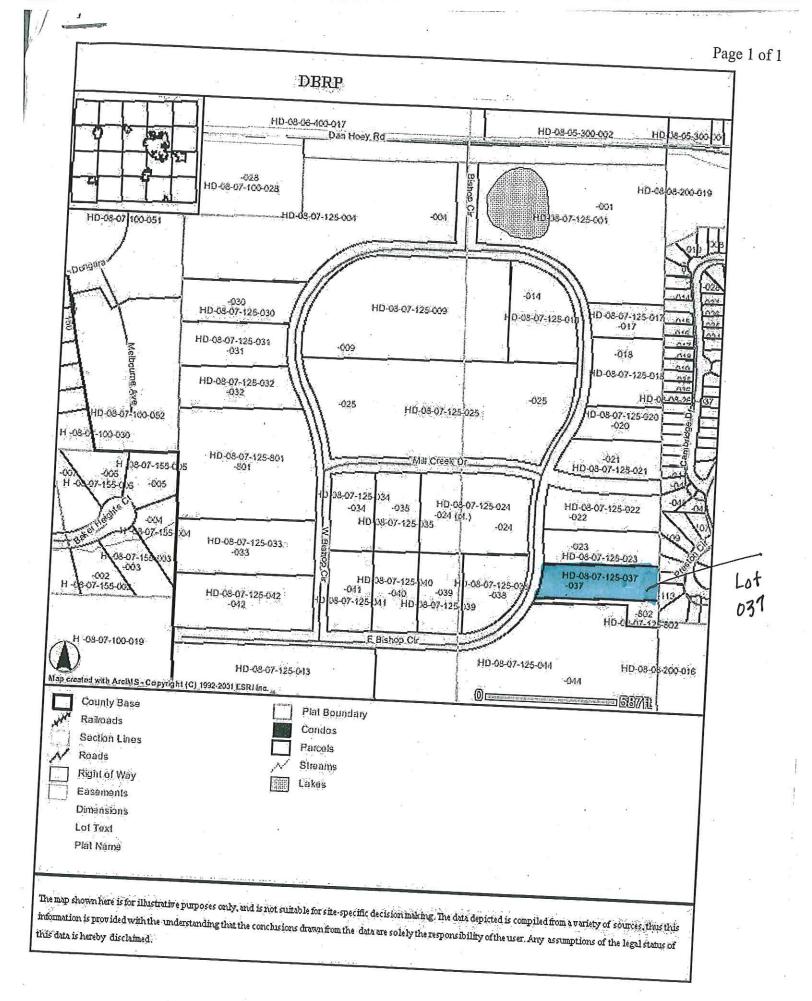
Objectives:

- 1)Continue to challenge the status quo through exploring alternative delivery of services or new facilities.
- 2)Provide annual customer service training to staff.
- 3)All customers will be treated in a friendly and respectful manner.
- 4) Customers will be directed to the appropriate staff person within two minutes.
- 5)Customers' concerns will be responded to within one business day.

GOAL – Promote a Safe Community

Objectives:

- 1) Create a long-term financially sustainable police services plan, maintain an adequate police / population ratio consistent with State averages.
 - Determine acceptable ratio for Dexter, i.e. State standard 1 officer per 1,000 population
 - Research standards, evaluate ratios and other reports



Donna Dettling

From: Marie Sherry

Sent: Tuesday, March 20, 2007 3:26 PM

To: Donna Dettling

Subject: Tax collection percentages

Real: Levied = 2,556,659.61, collected = 2,428,636.03, 95% Personal: Levied = 326,740.09, collected = 317,955.93, 98%

Leased Land (new category): Levied = 355.66, collected = 355.66, 100%

Marie

Marie A. Sherry, CPFA Treasurer/Finance Director Village of Dexter 8140 Main Street Dexter MI 48130 (734) 426-8303 x 14 THE BACK OF THIS DOCUMENT CONTAINS A REFLECTIVE SECURITY MARK • HOLD AT AN ANGLE TO VIEW

TCF BANK

TCF National Bank 401 East Liberty Street Ann Arbor, MI 48104-2298

130686925

ssued by Integrated Payment Systems Inc., Englewood, Colorado

MARCH 唑糖, 2007

TWO HUNDRED ONE THOUSAND FOUR HUNDRED SIXTY EIGHT AND 13/100USDOLLARS***

MATCH THE AMOUNT IN WORDS WITH THE AMOUNT IN NUMBERS

\$\$\$201.468.13*****

PAY TO THE VILLAGE OF DEXTER

ACCOUNT NO.

******0978

53733

Drawer, TCF National Bank

USUA PE: NEXTER I NEAT

TCF National B

"OB3005" 1:022000B6B1: 6B001306B69255"

AGENDA 3.26-07 ITEM 5-1

SUMMARY OF BILLS AND PAYROLL		ROLL	26 -Mar-07		
Payroll Check Register	03/14/07	\$33,772.38	Bi-weekly payroll processing		
	The second secon	\$33,772.38	GROSS PAYROLL TOTAL		
Account Payable Check Register	03/27/07	\$187,068.66			
		\$220,841.04	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS		
Summary Items from Bills & Payroll		Amount	Comments		
ALL PAYABLES ARE WITH					
DETAIL VENDOR LIST AND	O ACCOU	NT SUMMAR	Y PROVIDED		
			E WEST CONTROL OF THE		
		Commission of Section 1997 Section 1997 Section 1997			
		the state of the s			
This is the summary report that w	ill be provide	d with each pac	ket. Approval of the total bills and payroll expended,		
all funds will be necessary."					

Date: 03/21/2007 Time: 1:54pm Page: 1

Village of	Dexter
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Vendor Name	Vendor Number	Description (Check Amount	Hand Check Amount
AT&T	AT&T	734-424-1425 NOTEBOOK	· 92.84	0.00
. BEST BUY GOV	BEST BUY	NOTEBOOK	169.99	. 0.00
CARLISLE-WORTMAN ASSOCIATES		GENERAL CONSULTATION	870.00	0.00
COMCAST	COMCAST	VILLAGE OFFICE		0.00
DEXTER VILLAGE	DEXVIL	FIRE HALL PATIENT: CAROLE AUGUSTINE 3219 953 0008 4	955.04	0.00
DR. BARBARA WEHR	WEHR	PATIENT: CAROLE AUGUSTINE	387.50	0.00
DTE ENERGY	DET EDISON	3219 953 0008 4	12,065.18	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY		4,420.83	0.00
EMEDCO - INNOVATIVE SIGNS	EMEDCO	DOME-SIGN CUSTOM	97.53	0.00
FIFTH STREET DENTAL CARE	FIFTH STRE	PATIENT: PAM BURKE CITIZEN OPEN HOUSE Correct V CARD READER BLACK TONER - Shipping ACETYLENE PROFESSIONAL SERVICES PET LITTER BAGS	68.00	0.00
HERITAGE IRRIGATION & LANDSCAP	HER I	CITIZEN OPEN HOUSE CORRECT V	en an 45.00	0.00
HURON CAMERA SERVICES INC	HURON CAME	card reader lewsp	apper. 39.00	0.00
LANIER WORLDWIDE, INC.	LANIER	BLACK TONER - Shipping	51.11	0.00
LESSORS WELDING SUPPLY	LESSORS	ACETYLENE	11.25	0.00
MIDWESTERN CONSULTING	MIDWEST	PROFESSIONAL SERVICES	832.15	0.00
MIRACLE RECREATION OF MICHIGAN	MIRACLE RE	PET LITTER BAGS	108.00	0.00
MORTON SALT	MORTON SAL	SALT	1,547.77	0.00
NEOPOST	NEOPOST	RIBBON	53.95	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	PERIOD 02/7-03/6 .	. 361.94	0.00
PRINT-TECH, INC.	PRÍNT TECH	NEWS LETTER PROJECT COORDINATION ANNUAL MEMBERSHIP WWTP	974.84	0.00
SOIL AND MATERIALS ENGINEERING	SME	PROJECT COORDINATION '	4,900.00	0.00
SOUTHEAST MICHIGAN COUNCIL	SEMCOG	ANNUAL MEMBERSHIP	990.00	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	WWTP	324.67	0.00
US BANK CORPORATE TRUST	US	DEBT SERVICE GO Rehenden 20	2 130,601.25	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	DEBT SERVICE GO Refunding 20 03/07 LAW ENFORCEMENT B	and 26,910.82	. 0.00
		Grand Total:	187,068.66	0.00

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Village of Dexter

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village of bexter					•	raye; 1
Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund		·	that will water with one way will the AMI fills are that			
Dept: Village Council 101-101.000-901.000	Printing &	PRINT-TECH, INC. NEWS LETTER	0	178208	03/20/2007	974.84
101-101.000-956.000	Council Di		- 0	1886577	03/20/2007	22.50
101-101.000-956.000	Council Di	HERITAGE IRRIGATION & LANDSCAP CITIZEN OPEN HOUSE	0	1887251	03/20/2007	22.50
101-101.000-958.000	Membership	SOUTHEAST MICHIGAN COUNCIL ANNUAL MEMBERSHIP	0		03/20/2007	880.00
				Total Villag	e Council	1,899.84
Dept: Village Manager 101-172.000-977.000	Equipment	ED LLC BEST BUY GOV NOTEBOOK	0	-030307061093	03/20/2007 26	169.99
•				Total Villag	e Manager	169.99
Dept: Buildings & Grounds 101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE	. 0	•	03/20/2007	33.50
101-265,000-920.000	Utilities	OFFICE COMCAST	0	3082361504	03/20/2007	95.00
101-265.000-920.000	Utilities	VILLAGE OFFICE DTE ENERGY	0		03/20/2007	8.78
101-265.000-920.000	Utilities	3427 979 0003 8 DTE ENERGY	, Ó		03/20/2007	8.78
101-265.000-920.000	Utilities	2949 542 0004 3 DTE ENERGY 3219 953 0007 6	0		03/20/2007	407.06
101-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS PERIOD 02/7-03/6	0	03/20/07	03/20/2007	. 106.45
101-265.000-936.000	Equip Serv	LANIER WORLDWIDE, INC. BLACK TONER	. 0	90158474	03/20/2007	51.11
101-265.000-936.000	Equip Serv	NEOPOST RIBBON	0	11869780	03/20/2007	53.95
Paul 17213 70 P	•			Total Buildin	ngs & Grounds	764.63
Dept: Village Tree Program 101-285.000-803.000	Contracted	MIDWESTERN CONSULTING PROFESSIONAL SERVICES	. 0	03088A-41	03/21/2007	832.15
				Total Village	a Tree Program	832.15
Dept: Law Enforcement 101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER	0	14501	03/20/2007	26,910.82
101-301.000-920.000	Utilities	03/07 LAW ENFORCEMENT DTE ENERGY	0	14521	03/20/2007	321.35
101-301.000-920.000	Utilities	3219 953 0011 8 DTE ENERGY 3219 953 0011 8	0		03/20/2007	584.68
101-301.000-920.000	Utilities	DEXTER VILLAGE FIRE HALL	0		03/20/2007	95.71
T (m)				Total Law Enf	orcement	27, 912.56
Dept: Fire Department 101-336.000-721.000	Health & L	FIFTH STREET DENTAL CARE	0	02/00/02	03/20/2007	68.00
101-336.000-920.000	Utilities	PATIENT: PAM BURKE DTE ENERGY	.0	03/20/07	03/20/2007	779.58
101-336.000-920.000	Utilities	3219 953 0011 8 DTE ENERGY	0		03/20/2007	-856.93
101-336.000-920.000	Utilities	3219 953 0011 8 DEXTER VILLAGE FIRE HALL	0		03/20/2007	127,62
Don't Division of		·		Total Fire De	partment	118.27
Dept: Planning Department 101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES	0	27262	03/20/2007	90.00
101-400.000-802.000	Profession	SERVCIES FOR FEBRUARY CARLISLE-WORTMAN ASSOCIATES	0	27362	03/20/2007	110.00
101-400.000-960.000	Education	GENERAL CONSULTATION CARLISLE-WORTMAN ASSOCIATES	0	27363	03/20/2007	300.00
101-400.000-977.000	Equipment	SERVCIES FOR FEBRUARY HURON CAMERA SERVICES INC CARD READER	0	27362	03/20/2007	39.00
D0.2		CIND RUNDIN				

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Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date -	Amount
nd: General Fund ept: Planning Department	** ** ** ** ** ** ** ** ** ** ** ** **				·	***************************************
				Total Planni	ing Department	539.00
ept: Department of Public Wo: 01-441.000-721.000		DR. BARBARA WEHR	0		03/20/2007	387.50
01-441.000-740.000	Operating	PATIENT: CAROLE AUGUSTINE LESSORS WELDING SUPPLY	0	03/20/07	03/21/2007	11.29
01-441.000-920.000	Utilities	ACETYLENE COMCAST	0	155578 .	03/20/2007	95.00
		DPW	_	03/20/07	*	
01-441.000-920.000	Utilities	DTE ENERGY 3219 953 0011 8	0		03/20/2007	321.35
1-441.000-920.000	Utilities	DTE ENERGY 3219 953 0011 8	0		03/20/2007	584.67
01-441.000-920.000	Utilities	DEXTER VILLAGE FIRE HALL	0		03/20/2007	95.71
01-441.000-920.001	Telephones	NEXTEL COMMUNICATIONS PERIOD 02/7-03/6	0	03/20/07	03/20/2007	106.45
				Total Depart	ment of Public Works	1,601.93
ept: Downtown Public Works 01-442.000-920.000	Utilities	DTE ENERGY	0		03/20/2007	90.72
1-442.000-920.000	Utilities	2949 542 0003 5 DTE ENERGY	0		03/20/2007	51.26
1-442.000-920.000	Utilities	2027 649 0001 7 DTE ENERGY	0		03/20/2007	35.57
1-442.000-920.000	Utilities	2023 733 0001 3 DTE ENERGY.	. 0		03/20/2007	59.61
1-442.000~920.000	Utilities	2949-542-0001-9 DTE ENERGY	0		03/20/2007	86.77
		2949 542 0002 7	. 0		03/20/2007	141.13
1-442.000-920.000	Utilities	DTE ENERGY 3219 953 0017 5	-			
1-442.000-920.000	Utilities	DTE ENERGY 3219 953 0006 8	0		03/20/2007	51.84
L-442.000-920.000	Utilities	DTE ENERGY 2949 542 0008 4	0		03/20/2007	44.42
				Total Downto	wn Public Works	561.32
ot: Municipal Street Lights 1-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING	0		03/20/2007	2,573.65
L-448:000-920.003	St Lights	#12526 DTE ENERGY-STREET LIGHTING	0	03/20/07	03/20/2007	1,603.54
1-448.000-920.003	St Lights	#12528 DTE ENERGY-STREET LIGHTING	0		03/20/2007	243.64
	•	ITEM#12529			•	
nt. Darka (Boorostion				Total Municip	pal Street Lights	4,420.83
ot: Parks & Recreation 1-751.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES	0	22262	03/20/2007	. 370.00
L-751.000-977.000	Equipment	GENERAL CONSULTATION EMEDCO - INNOVATIVE SIGNS	. 0	27363	03/20/2007	97.53
1-751,000-977.000	Equipment	DOME-SIGN CUSTOM MIRACLE RECREATION OF MICHIGAN PET LITTER BAGS	0	717781-00 14867-M	03/20/2007	108.00
				Total Parks &	Recreation	575.53
					Fund Total	39,396.05
: Local Streets Fund				ů.		
t: Winter Maintenance -478.000-740.000	Operating	MORTON SALT SALT	. 0	218176	03/20/2007	1,547.77
•				Total Winter	Maintenance	1,547.77
					Fund Total	1,547.77

Fund: Streetscape Debt Service Fund Dept: Streetscape

Village of Dexter

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und Department	GL Number	Vendor Name	Check	Invoice	Due	
Account	Abbrev	Invoice Description	Number	Number	Date	· Amount
und: Streetscape Debt Service		,		•		
Dept: Streetscape 303-570.000-990.003	Dahr Carri	US BANK CORPORATE TRUST			03/00/0003	120 (01 05
303-370.000-330.003	Denr 261A1	DEBT SERVICE	. 0	03/20/07	03/20/2007	130,601.25
				Total Streets	cape	130,601.25
		•			Fund Total	130,601.25
nd: Sewer Enterprise Fund ept: Sewer Utilities Departme	ant .					•
590-548.000-920.000	Utilities	AT&T	0		03/20/2007	92.84
00 540 000 000 000		734-424-1425		03/20/07	,	
90-548.000-920.000	Utilities	DTE ENERGY 3219 953 0009 2	0	•	03/20/2007	14.66
90-548.000-920.000	Utilities	DTE ENERGY	. 0	•	03/20/2007	1,824.87
90-548.000-920.000	Utilities	4667 427 0001 9 DTE ENERGY	C		03/20/2007	4,839.85
90-548.000-920.000	Utilities	3219 953 0010 0 DEXTER VILLAGE WWTP		03/20/07	03/20/2007	636.00
90-548.000-920.001	Telephones	NEXTEL COMMUNICATIONS PERIOD 02/7-03/6	0	03/20/07	03/20/2007	85.16
90-548.000-920.001	Telephones	STAPLES BUSINESS ADVANTAGE WWTP	. 0	8006466601	03/20/2007	291.17
90-548.000-958.000	Membership	SOUTHEAST MICHIGAN COUNCIL ANNUAL FEE	0	03/20/07	03/20/2007	110.00
			,	Total Sewer U	tilities Department	7,894.55
ept: Capital Improvements CIP 90-901.000-974.000		SOIL AND MATERIALS ENGINEERING PROJECT COORDINATION	0	7A0446	03/20/2007	4,900.00
				Total Capital	Improvements CIP	4,900.00
					Fund Total	12,794.55
nd: Water Enterprise Fund						
ept: Water Utilities Departmer 91-556.000-920.000	nt Utilities	DTE ENERGY	. 0		03/20/2007	563.46
1-556.000-920.000	Utilities	3219 953 0003 5 DTE ENERGY	0		03/20/2007	18.58
1-556.000-920.000	3219 953 0004 3 Utilities DTE ENERGY	0		03/20/2007		
1-556.000-920.000	Utilities	2949 542 0006 8 DTE ENERGY	0	2010 057 0000	03/20/2007	85.12
1-556.000-920.001	Telephones	3219 953 0008 4 NEXTEL COMMUNICATIONS PERIOD 02/7-03/6	Ó	3219 953 0008 03/20/07	03/20/2007	63.88
•				Total Water Ut	ilities Department	2,729.04
					Fund Total	2,729.04

GENERAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 12th day of December, 2005, by and between the VILLAGE OF DEXTER, a Michigan general law village, whose address is 8140 Main Street, Dexter, MI 48130 ("Village") and the DEXTER AREA HISTORICAL SOCIETY AND MUSEUM, a Michigan domestic non-profit corporation, whose address is 3443 Iverness, Dexter, MI 48130 ("DAHS&M").

RECITALS

WHEREAS, the property known as Gordon Hall, located in Dexter, Michigan, is designated as a historic district pursuant to MCL 399.201 et seq. and is currently owned by the University of Michigan;

WHEREAS, the University of Michigan has offered Gordon Hall and the approximate 67.68 surrounding acres, commonly known as 8341, 8343, and 8347 Island Lake Road (the "Property") for sale pursuant to a sealed bidding process;

WHEREAS, the DAHS&A has proposed acquiring the Property from the University of Michigan;

WHEREAS, the Village, through its public officials and representatives, has determined that the Property possesses and will advance significant historical interests for the Village and its residents;

WHEREAS, the acquisition of the Property by DAHS&M will materially advance these historic interests;

WHEREAS, on November 10, 2005, the Village held a public special council meeting to consider the contribution of \$200,000.00 to DAHS&M for the express purpose of fostering the acquisition of the Property by DAHS&M in order to advance the historical interests of the Village ("Special Council Meeting");

WHEREAS, on November 14, 2005, the Village held its regularly scheduled public meeting ("Public Meeting") to vote on whether to contribute money to the DAHS&M for the purpose of fostering the acquisition of the Property to advance the Village's historical interests;

WHEREAS, on November 14, 2005, at the Public Meeting, the Village adopted Resolution No. 30-2005 ("Resolution") authorizing the Village to enter into an agreement to contribute \$200,000.00 ("Total Contribution") to DAHS&M for its proposed acquisition of Gordon Hall;

WHEREAS, it was the intent of the parties, subject to the conditions set forth in the Resolution and this Agreement, to contribute the Total Contribution in two installments, with the first installment of \$100,000.00 to be paid on November 15, 2005 ("Initial Contribution") and

the reminder to be contributed in a series of installments over the following five years ("Remaining Contribution");

WHEREAS, Village believes the public benefit resulting from the preservation of the historical interests inherent in the Property constitutes adequate consideration for the expenditure of the Total Contribution;

WHEREAS, on November 15, 2005, Village paid DAHS&M the Initial Contribution in the amount of \$100,000.00;

WHEREAS, DAHS&M has submitted a bid to the University of Michigan to purchase the Property ("Bid");

WHEREAS, the Resolution expressly contemplates the parties hereto will enter into an agreement affirming the public purposes of the acquisition by DAHS&M of the Property, assuring the maintenance of the Property as a historic district, or such other purposes as may be approved by DAHS&M to provide for the continued existence of Gordon Hall as a historic district.

WHEREAS, the Resolution expressly provides that the payment of the Initial Contribution is conditional. The Resolution requires DAHS&M to return the Initial Contribution to the Village if its Bid for the acquisition of the Property is not accepted and/or the purchase of the Property by DAHS&M is not consummated;

WHEREAS, the parties intend for this Agreement and the actions contemplated herein to comply in all respects with MCL 399.171 et. seq.

- **NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Agreement hereby covenant and agree as follows:
- 1. <u>Initial Contribution</u>. The parties hereto acknowledge that Village paid DAHS&M the Initial Contribution in the amount of One Hundred Thousand and NO/100 (\$100,000.00) Dollars on November 15, 2005.
- 2. Return Of Initial Contribution If Bid Is Not Accepted. If the Bid is not accepted by the University of Michigan by December 16, 2005, DAHS&M shall within five (5) business days thereafter, immediately return and pay to Village the Initial Deposit of \$100,000.00 and neither party shall have any further obligation to the other under this Agreement. This Agreement shall, upon receipt by Village of the Initial Deposit in the amount of \$100,000.00 in U.S. currency, immediately terminate.
- 3. Return Of Initial Contribution If DAHS&M Fails To Close On The Property. In the event the Bid is accepted by the University of Michigan and, thereafter, DAHS&M either (i) fails, refuses or is unable to consummate the purchase of the Property for any reason, in the sole determination of Village, or (ii) DAHS&M fails to close the transaction and purchase the Property by March 15, 2006, then DAHS&M shall within twenty (20) business days after written notice of demand by Village, immediately return and pay to Village the Initial Deposit of

\$100,000.00 and neither party shall have any further obligation to the other under this Agreement. This Agreement shall, upon receipt by Village of the Initial Deposit in the amount of \$100,000.00 in U.S. currency, immediately terminate.

- 4. Remaining Contribution. Provided the Bid is accepted by the University of Michigan and DAHS&M consummates the purchase of the Property by March 16, 2005, Village shall pay to DAHS&M the Remaining Contribution of \$100,000.00 in a series of \$20,000.00 installments until paid in full over five years, each installment payable on the annual anniversary of the date on which DAHS&M closes and obtains title to the Property (i.e. by way of example only, if DAHS&M closes on the Property on March 15, 2006, the first installment of \$20,000.00 would be due and payable on March 1, 2007).
- 5. <u>Use of Total Contribution</u>. DAHS&M expressly acknowledges and agrees that the Total Contribution (Initial Contribution and Remaining Contribution), shall be used solely for the purpose of acquiring the Property and its preservation as a historic district. The Village shall have no obligations for the upkeep, maintenance, taxes, insurance, utilities or any other payments relating in any way to the Property, it being expressly acknowledged, agreed and understood that Village's sole obligation under this Agreement is payment of the Total Contribution, in accordance with the terms of this Agreement.
- 6. <u>Notices</u>. All notices, demands and requests required or permitted to be given hereunder or by law shall be deemed delivered if deposited in the United States registered or certified mail, return receipt requested, with full postage prepaid thereon, addressed to the party at its address set forth below, or to any other address as the party to receive such notice may have designated by notice in accordance herewith:

If to Village:

Village of Dexter ATTN: Donna Dettling, Village Manager 8140 Main Street Dexter, MI 48130 (734) 426-8303

With a copy to:

Bradley L. Smith, Esq. Dykema Gossett, PLLC 315 E. Eisenhower, Suite 400 Ann Arbor, MI 48108 (734) 214-7697 If to DAHS&M:

Dexter Area Historical Society and Museum ATTN: Gil Campbell 3443 Iverness Dexter, MI 48130 (734) 426-2519

- 7. <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with, and governed by, the laws and decisions of, the State of Michigan.
- 8. <u>Nonassignability</u>. Neither this Agreement nor any part of it shall be assigned by either party without the prior written consent of the other party.
- 9. <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof. All prior agreements among the parties hereto with respect to the subject matter hereof, whether written or oral, all of which are hereby revoked and declared null and void, shall be of no further force or effect. This Agreement may be amended or modified only by a written instrument executed by the parties hereto and approved at a public meeting by the Village Council.
- 10. <u>Headings</u>. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of the Agreement.
- 11. <u>Invalidity and Waiver</u>. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.
- 12. <u>No Third Party Beneficiary</u>. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise, except for permitted assignees of the parties.
- 13. <u>Execution And Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but when taken together shall constitute one and the same Agreement.

[INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized officers as of the date first above written.

<u>VILLAGE</u> :		DAHS&M:	•
Village of Dexter, a Michigan general law village By: Name: Donna Dettling Its: Village Manager	ing		istorical Society and Museum mestic non-profit corporation
STATE OF MICHIGAN COUNTY OF WASHTENAW)) SS)		l.A
The foregoing instrument December, 2005, by 6:1 depose and say that he/she resident the entity described in and which name thereto by authority of the boundaries.	Campbell des in Devle of the executed the abo	, who, be commented Missove instrument; a	eing by me duly sworn, did that storical Society and Museum,
	· .		
	Washtenaw Cor My Commission Acting in	n Expires:	, Notary Public

MARIE A. SHERRY
Notary Public, Washtenaw County, Michigan
My Commission expires November 16, 2007
Acting in Washtenaw County

STATE OF MICHIGAN)
) SS COUNTY OF WASHTENAW)
The foregoing instrument was acknowledged before me on this 15th day of December, 2005, by Donna Dettling who, being by me duly sworn, did depose and say that he/she resides in that he/she is the Village Manager of the Village of Dexter, the entity described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the Village Council.
Maugh Dung, Notary Public
County, Michigan My Commission Expires: Acting in County
MARIE A. SHERRY

BH01\569149.4 ID\SRE Notary Public, Washtensw County, Michigan My Commission expires November 16, 2007 Acting in Washtensw County

VILLAGE OF DEXTER

RESOLUTION No.30-2005

AUTHORIZING THE VILLAGE TO ENTER INTO AN AGREEMENT TO CONTRIBUTE \$200,000 TO DEXTER HISTORICAL SOCIETY FOR ITS PROPOSED ACQUISITION OF GORDON HALL

WHEREAS, the property known as Gordon Hall is designated as a historic district, pursuant to Michigan 399.201 et seq., and is currently owned by the University of Michigan; and

WHEREAS the Dexter Historical Society has proposed acquiring Gordon Hall and the 68 surrounding acres ("the Property") from the current owner, the University of Michigan; and

WHEREAS the Historical Society has requested that the Village contribute a portion of the Property's acquisition cost; and

WHEREAS if the Historical Society acquires the Property, it has promised to maintain the Property as a historical site and would open the Property to members of the public, including the citizens of Dexter; and

WHEREAS the Village understands that the Dexter Historical Society has also entered into agreements with Webster Township, Scio Township, United Methodist Retirement Community, Vinosity LLC, and private donors for donations et al which involves protection of certain open space and limited development of certain lands, and

WHEREAS the Dexter Council has determined that the Property possesses significant historical interests for the Village, and that its acquisition by the Dexter Historical Society would materially advance these historical interests, therefore be it

RESOLVED that the Village hereby agrees to enter into an agreement with the Dexter Historical Society to contribute a total of \$200,000 to be applied toward acquisition of the Property, with \$100,000 to be contributed on Tuesday, November 15th at 10:00 a.m. Eastern Standard Time to the Dexter Historical Society for the purpose of submitting the bid, and the remainder to be contributed in a series of installments over the following five years.

This resolution is a declaration that the Village will in good faith work to draft an agreement with the Dexter Historical Society, and amend its budget and work in good faith to take whatever other actions may be required to fulfill the agreement expressed in this resolution, including but not limited to negotiating in good faith with the Historical Society to reach an agreement affirming the public purposes of the acquisition, assuring the maintenance of the Property as a historic district, or as agreed to by the Historic

Commission, and detailing how the Village's funds will be spent advancing these public purposes of acquiring "the Property".

BE IT FURTHER RESOLVED that the initial \$100,000 contribution is conditioned upon the return of the \$100,000 to the Village by the Dexter Historical Society, if the bid is not accepted or if the bid subsequently fails, and further conditioned upon an agreement signed by Dexter Historical Society provided to Village Council for review on November 28, 2005.

ADOPTED this 14 day of November, 2005

Yeas: Cousins, Walters, Keough, Fisher, Carson

Nays: Semifero, Seta

Abstain: None

Jim Seta, President

David Boyle, Clerl



Dexter Area Historical Society

3443 Inverness Street / Dexter, Michigan 48130 / 313 - 426-2519

Resolution

Whereas the Dexter Area Historical Society and Museum whose bid for Gordon Hall has been accepted by the University of Michigan;

Whereas Dexter Area Historical Society and Museum will purchase the Gordon Hall property by March 15, 2006;

Whereas the Village of Dexter has requested a right of first refusal if said property should be sold in the future;

Therefore, be it resolved that the Board of Directors of the Dexter Area Historical Society and Museum will not now or in the future grant any right of first refusal to any contributors, persons, companies, organizations, or municipalities.

Adopted Dec. 1, 2005

Sharon L. Wheeler, secretary

Sharon L. Wheeler

ITEM L-1

Village of Dexter Citizens Advisory Committee "City Study Committee" Final Report – March 7, 2007

Study of the Village of Dexter Incorporating and becoming a Home Rule City

On May 22, 2006 the Dexter Village Council adopted a resolution to establish a City Study Committee to explore the advantages and disadvantages of incorporating the Village of Dexter into a Home Rule The committee was tasked with recommending back to Village Council whether or not to proceed with becoming a City. The Committee, which was comprised of 17 community members from diverse backgrounds, met 11 times over an eight-month period from August 2006 to March 2007. During the meetings, the committee reviewed other city group studies, analyzed data on transition costs and tax implications, received a number of guest speakers and conducted a Citizens input Open House. Guest speakers to meetings included: representatives from the City of Chelsea (a neighboring community that recently became a City); past Village Presidents and elected officials of the Village, the Dexter Village Treasurer; and Township Supervisors from Scio and Webster townships. In addition, information on the process to become a city was received from The Michigan Municipal League as well as an attorney from Miller Canfield who specializes in City status transition. The report that follows is the culmination of that effort.

Process

The process of becoming a city is a 14-step process that is outlined in <u>Exhibit A</u> under "Timeline for Incorporation" published by the State of Michigan.

In addition to the regular meetings of the City Study Committee, an Open House was held for the public on February 28th, 2007 with citizens and government leaders in attendance. (Complete comments from the Open House can be found in <u>Exhibit B</u>). Throughout the estimated 2-3 year process to become a city, there will be additional opportunities for citizens to provide input and ultimately vote on city status.

Establishing a city study committee, collecting community input, and producing this report is step 1 of the 14-step process.

Population Comparison

In 2004 there were 533 Cities and Villages in the State of Michigan (see table 1). Of the 260 Villages, the Village of Dexter was 36th, based on population. By the end of 2006, the Village had grown to approximately 3,500 residents, which put Dexter as one of the top 10 largest Villages in the State of Michigan. When compared to the 273 Cities in Michigan, the Village of Dexter is larger than 133 Cities, based on 2006 SEMCOG population estimates.

Incorporation Status for Cities and Villages in Michigan (source: Michigan Municipal League, 2004)

Table 1			273 Cities		260 V	illages
Population Range	Number in Range	Home Rule	Home Rule Fourth Class city Act	Special Charter	Home Rule	General Law
Over 50,000	25	25				
25,00-50,000	20	20		. '		
10,000-24,999	44	43			- 1	
5,000-9,999	53	51			2	
2,000-4,999	113	78	2	,	9	24
750-1,999	140	45	1		11	83
Under 750	138	3	4	1	25	105
Totals	533	265	7	1	48	212

Village of Dexter --> Current est. 3,500

Becoming a City

To most people the word "City" means large, noisy, impersonal place where lots of people live. The word "Village" suggests small, quaint town where people know their neighbor. While some of these perceptions may be true, and can be found within a short distance, the true difference is very simple. Villages are part of a township(s) with residents who pay taxes to and receive some services from the township(s). Cities are independent of townships, and provide all of the services to their residents. (For more information on the basic structure of home rule cities, review Exhibit C.)

Whether a municipality chooses to become a city, or remain a village, is not dependent on population or area, but on the form of government that is deemed to best serve the taxpayers and residents. It is this question the committee has attempted to answer to the best of our ability.

While concerns over future growth were brought up many times, the Committee settled on a position that annexation and growth issues are independent from the form of government we should have in the Village of Dexter. Therefore, annexation and growth issues were not considered when determining the Committee's recommendation.

Transition Costs

To determine the incremental costs of becoming a city, the Committee reviewed all the services the Village currently provides; in addition to the services that the Village would take on if it became a city. After careful review, it was determined that there were only 2 (two) main functions that are not currently provided by the Village: property assessments/appraisals, and elections. See table 2 for a summary of the <u>estimated</u> incremental costs associated with providing these services.

Table 2 <u>Incremental Costs to become City (est.)</u>

Appraising Function	One-Time Expenses	Estimated Annual Exp.
- Contracted Appraiser (est. \$15 per parcel 2000)		\$30,000.00
Elections		•
- Running elections and associated costs		\$15,000.00
- Purchase of new equipment	\$15,000.00	
Misc.		
- Name Change, Application Fees, Legal, etc.	\$15,000.00	
- Webster TWP Settlement (for 12 years)		\$23,000.00
- Miscellaneous annual expenses		\$5,000.00
Total Estimated Incremental Expenses for New Services	\$30,000.00	\$73,000.00

Appraising: Currently done by the townships, could be contracted out to professionals for between \$15 and \$20 per parcel, costing approximately \$30,000 per year.

Elections: In order to run elections, the Village would need to purchase their own equipment, for an estimated cost of \$15,000. Therefore, there would be some non-reoccurring up front costs in order to take over elections, in addition to annual costs.

Miscellaneous Costs: While there are a number of miscellaneous costs, from application fees, legal fees to name change costs, by far the largest transitional expense will be the payment to Webster Township. The terms of a prior boundary agreement with Webster Township stipulates that should the Village ever become a City that the Village would pay Webster Township for a period of 12 years, 1.16 mills.

Staffing Needs

Through discussions with the Village Manager and the Village Treasurer it appears no incremental full-time personnel would be necessary to assume the assessing and election functions. Specialized services (i.e. assessing) would be handled by experts hired on a seasonal, part-time, or contractual basis. A firmly established village of Dexter organizational goal for any future full-time staffing needs is to exhaust every other possibility (private contacting, part-time, seasonal) to satisfy future needs before adding full-time employees. Employee legacy costs associated with adding full-time staff must be managed whether we are a City or a Village. This isn't a topic the City Study committee would have researched because all communities in Michigan are under a mandate to deal with postemployment benefit funding liabilities.

Tax Implications

In order to understand the tax implications, the Committee analyzed how property owners are currently being taxed. A review of current taxation by the various taxing authorities was undertaken. (Table 3 below)

	•	"Snap Shot" of Current Tax Collections				<u>i</u> .
	Table 3	Scio S.E.V.:	161,432,047	Webster S.E	E.V.: \$20,980,727	
		Scio	Twp¹	Webs	ter Twp¹	
collection Periods	Government Entities	Millage Rates	Tax Revenue	Millage Rates	Tax Revenue	
s	Village-(all areas)	13.5562	\$2,188,405	13.5562	\$284,419	
W	Townships	1.4513	\$234,286	3.6666	\$76,928	\$311,214 ³
W	Library	1.6709	\$269,737	1.6709	\$35,057	
W	DCS -Debt	8.5000	\$1,372,172	8.5000	\$178,336	
W	Dexter Schools ²	18.0000	\$850,364	18.0000	\$377,653	
S	State Ed. Fund	6.0000	\$968,592	6.0000	\$125,884	
s	County	5.5024	\$888,264	5.5024	\$115,444	
W	WISD	3.9970	\$645,244	3.9970	\$83,860	
W	WCC	3.7249	\$601,318	3.7249	\$78,151	-
•	Total Taxes collected		\$8,018,383		\$1,355,733	
	Residential Millage Rate (PRE)	44.40	mils	46.62	mils	•
	Non-Residential Millage Rate	62.40	mils	64.62	mils	

¹Most current Millage Rates & Taxable Values collected from each taxing authority.
²Not collected on Primary Residential Units (PRE rate),

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³Current total taxes collected by townships that would be partly eliminated under city status. S-Collected in summer, W-Collected in winter, PRE - Primary Residential Unit

(Tax Ramifications continued)

The highlighted line in Table 3 shows that in addition to the 13.56 mills that residents are currently taxed in the Village, they are taxed an additional 1.45 and 3.66 mills in Scio and Webster townships respectively. That translates into what village resident's pay to respective townships, \$234,286 to Scio Township and \$76,928 to Webster Township. (See table 4 for a breakdown of township millages and fees)

Table 4 Breakdown of Township Millage & Fees

Scio Tow	<i>r</i> nship	Webster Township		
<u>Type</u>	Mills	Type	Mills	
Gen. Millage ¹	0.9513	Gen. Millage ¹	0.7899	
PDR (open space):	0.5	Headly rollback:	0.3701	
·	1.4513	public safety:	2.0	
		PDR:	0.5	
			3.66	

				Total 1% Fee
Scio Admin. Fee ²	\$58,300	Webster Admin. Fee ²	\$10,713	\$69,013

¹ Millage rate as of 12/31/06

If the Village became a City, it is the township millage and fees, shown above, that would be eliminated and which would represent a tax savings opportunity to village property owners. While some of the tax revenue captured from the township would be retained by the City of Dexter to pay for services the City would now take on, most of the township taxes would be eliminated.

As a way to illustrate how this could work, the committee used the estimates for incremental annual costs found in table 2, and estimates in table 5 below "Effect on Village General Fund", to determine a realistic scenario.

Table 5 below shows the effect on our General Fund by adjusting the millage rate .25 mills and taking over the 1% administrative fee currently charged by the townships for tax collections.

"City" Scenario

Eliminate all Township tax except .25 mills + collect the 1% administration fee collected by the Townships.

Table 5 Effect on Village General Fund

.25 Mills captured	.25 Mills captured	Total Mills captured	Revenue Captured from	New Revenue 1% Admin Fee on	Estimated Total NEW
from Scio	from Webster	from Townships	1% Twp Admin Fee	Current Village Tax	Revenue
\$40,358	\$5,245	\$45,603	\$69,013	\$24,728	\$139,344

Estimated Total New Village Revenue	139,344
Estimated Incremental Annual Expense for New	
Services ¹	\$73,000
¹ From Table 2 on page 3	\$66,344

²1% administrative fee collected by townships that would be transferred to the Village.

(Tax Ramifications continued)

From the example above, you can see that the additional revenue (\$139,344) would be enough to cover the estimated incremental costs (\$73,000) required to take over assessing, elections, and other incremental functions, plus leave a small surplus for unanticipated transitional expenses. While this scenario is an example of how the finances could work, it appears that becoming a city will not cost our residents any additional tax dollars.

In addition, by only capturing .25 mills, the remainder of the township taxes could be eliminated and would represent a savings to our taxpayers (in this example: 1.2 mills for village residents living in Scio, and 3.41 mills for village residents living in Webster.) While it appears that all property owners would see some level of savings, Village residents that live in Webster Township will realize a greater tax savings.

To see how this might affect individual taxpayers, see table 6 below, "Effect on individual taxpayers". Please keep in mind that these are estimates only based on the scenario in table 5.

Table 6

Estimated Effect on individual property owners

Taxable Value		Scio Residents est. Annual Savings	Webster Residents est. Annual Savings
100k	Viilage Resident	\$120	\$341
150k	Village Resident	\$180	\$511
200k	Village Resident	\$240	\$682
	,		
100k	Business Owner	\$120	
250k	Business Owner	\$300	
500k	Business Owner	\$600	
1 Million	Business Owner	\$1,200	
2 Million	Business Owner	\$2,400	
5 Million	Business Owner	\$6,000	

Impact on Business Property Owners

The most significant tax savings would impact businesses (see table 6), especially large businesses of the size that occupy our industrial park. Lower tax rates could provide a benefit by retaining as well as attracting additional investment into our industrial park and further stabilizing the Village's overall financial outlook.

Effect on Townships

Based on current data, Scio Township would experience a \$234,000 reduction in tax revenue or 21% of its property tax revenue. Webster Township would experience \$77,000 reduction in tax revenue or 17% of property tax revenue. However, the total impact to Webster Township would not be fully felt until after the 12-year period that was stipulated per a prior boundary agreement. Both Scio and Webster Township Supervisors indicated that the loss of tax revenue probably would not impact their staffing levels.

Municipal Boundaries

All of the assumptions, calculations and recommendations in this report are based on current Village boundaries. It is our recommendation that the official description of the current Village boundaries be obtained from the State Office of the Great Seal and used when submitting the application to the State of Michigan Boundary Commission.

Public Image

The idea of Dexter becoming a City has caused some concern that we would give up our "small town" feel. The idea that the Village would give up our "small town feel" by simply changing our name is unlikely. We need look no further than the City of Chelsea, our neighbor to the west. When representatives from the City of Chelsea made their presentation to the committee, they clearly stated that very little had changed with regard to the character or "feel" of Chelsea since becoming a city and the transition was seamless to residents.

Considerations City vs. Village

Initial reactions from several members of the committee questioned, what are the compelling reasons to become a city? A taxpayer in Scio Twp would save approximately \$10 to \$20 per month, while a taxpayer in Webster Twp would save approximately \$30 to \$40 per month. For that amount of savings why go through the exercise? Below is a list of consideration to becoming a city, which the Committee acknowledges is not an exhaustive list and recognizes that as the process to become a City proceeds additional considerations will be brought forth.

- 1. Village residents will see an immediate reduction in their property taxes.
- 2. Simplification of government currently, village residents are part of two local governments. One for village purposes and one for township purposes. The residents of a City of Dexter will have only one local government instead of multiple layers of government.
- 3. A City gets more respect from other Cities, the County, and the State, than a Village. Specifically, legislation developed by the State is written for Cities and Townships.
- 4. The subservient relationship of a Village to a Township would be eliminated.
- 5. Write our own City Charter, assess and tax our own property and in general, have more control over our future.
- 6. Receive bills, pay taxes, and ask questions for all city, county and school taxes at one location.
- 7. Vote for city, county, school, state and national elections at a single location within the city.
- 8. Residents will loose the opportunity to run for office or vote in Township elections.
- 9. There will be many powers granted a City through its Charter. Questions like: Will there be a City Income Tax? Or Will the Mayor be permitted to perform marriages? These and many other questions will need to be addressed in a City Charter, and the City Charter put before the community for a vote.

CONCLUSION

The Members of the City Study Committee would like to thank the Dexter Village Council for this worthwhile opportunity to be a part of one of the biggest decisions that the Village will ever make. The Committee has been objective, diligent and resolute in its desire to bring a recommendation to Village Council.

RESOLUTION

At a regular meeting of the City Study Committee, called to order by Chairman Coy on March 7, 2007 at 7:00 p.m., the following resolution was offered:

Moved by: Stacey

Supported by: Gergely

Whereas, the City Study Committee has been objective, diligent and resolute in its desire to bring a recommendation to the Village Council, and

Whereas, this report is submitted in support of the following recommendation.

NOW, THEREFORE, BE IT RESOLVED that the City Study Committee does recommend that it is time to pursue City status, and that Village Council should take the next step toward this end.

Ayes: Waggoner, Stivers, Stacey, Rush, Jones, Miller, Gergely, Foster, Flowers, Bellas, and Coy

Absent Ayes: Beall, Conlin, Sprague, Vickers, and Wall

Nays: Gochanour

Absent Nays: None

Absent: Beall, Conlin, Sprague, Vickers, Wall

RESOLUTION DECLARED ADOPTED THIS 7th DAY OF MARCH 2007.

John Coy, City Study Committee Chairman

Listed below are the members of the City Study Committee. The Committee would like to dedicate this report in memory of John Wensel, who passed away during this endeavor.

John Coy, Chair

Libby Beall

Steve Gergely

Carol Jones

Jon Rush

Bob Stacey

Kandie Waggoner

Rich Bellas Pat Conlin Lori Flowers Wanda Foster Gary Gochanour Mary Ellen Miller

Aaron Sprague

Scott Stivers Michael Vickers Bart Wall John Wensel,

Posthumous

JENNIFER M. GRANHOLM GOVERNOR ROBERT W. SWANSON ACTING DIRECTOR

TIMELINE FOR INCORPORATION

LANSING

٠.,	ACTION	TIME	
\mathbf{P}	ART I. OBTAINING APPROVAL FOR INCORPORATIO	N	
1.	Preparation Activities: task force comprised of residents, survey, public forums		
2.	Prepare draft petition		
3.	Pre-review of draft petition by State Boundary Commission (optional)	Approximately 4 weeks	
4.	Circulate petition for signatures		
5.	File petition with State Boundary Commission		
6.	Boundary Commission legal sufficiency meeting	Approximately 90 days filing	
7.	Public Hearing conducted by Boundary Commission	Approximately 45 days after legal sufficient meeting	ency
.8.	Period to submit additional material to docket	Ends 30 days after public hearing.	
9.	Rebuttal period (Docket open 7 days for final responses)	Approximately 60-90 days after public he	earing
10.	Boundary Commission Adjudication	Approximately 30 days after rebuttal period	od
11.	Boundary Commission adopts Findings	Approximately 30 days after adjudication	
12.	Director of Department of Labor & Economic Growth Issues Order	Approximately 2-4 weeks	

IF THE ORDER DOES NOT APPROVE THE INCORPORATION THE PROCESS ENDS.

IF THE ORDER APPROVES THE INCORPORATION AND A REFERENDUM PETITION IS FILED, THEN GO TO PART II.

IF THE ORDER APPROVES THE INCORPORATION AND A REFERENDUM PETITION IS NOT FILED, THEN GO TO PART III.

PART II. REFERENDUM

1. Pre-review of referendum petition by Boundary Commission (optional)

Approximately 1-2 weeks

- 2. Circulate referendum petition for signatures
- 3. File referendum petition

Within 45 days after the Order is mailed.

4. Boundary Commission rules on legal sufficiency of referendum petition

Approximately 2 months after of filing

5. Referendum

Date set by Boundary Commission, usually within 90-120 days

IF THE INCORPORATION IS APPROVED BY REFERENDUM, THEN A CHARTER MUST BE ADOPTED WITHIN 2 YEARS OF THE DATE THE APPROVAL ORDER BECOMES EFFECTIVE.

PART III. ADOPTION OF CHARTER (Does not involve the State Boundary Commission)

- 1. Charter Commission candidates file nominating petitions.
- 2. Election of 9 charter commissioners
- 3. Write draft charter

Charter Commission must meet within 10 days of election, frame draft within 90 days

- 4. Charter review by governor's office.
- 5. Referendum on charter
- 6. If charter does not pass repeat steps 3, 4, and 5.
- 7. If charter is approved, the effective date of the new city is the date stated in the charter.

IF A CHARTER IS NOT ADOPTED WITHIN 2 YEARS, THE INCORPORATION PROCESS ENDS.

JENNIFER M. GRANHOLM GOVERNOR



ROBERT W. SWANSON ACTING DIRECTOR

of

Procedures for City Incorporation

Petitioners:	 Accurately describe in the petition the boundaries the proposed city. (117.7)
	2. Represent in the petition that the territory meets the population conditions for incorporation. (117.7)
	3. Attach the map or drawing to petition, clearly showing the territory to be incorporated. (117.6)
Circulator of Petition:	4. Shows map or drawing to each person before obtaining their signature on the petition (117.6)
Petitioners:	5. Attach an affidavit signed by one or more petitioners. (117.6 and 117.11)
	 Address the petition to the State Boundary Commission, Department of Labor and Economic Growth, 611 W. Ottawa, P.O. Box 30004, Lansin MI 48909. (Sec. 7, 191)
	7. File the petition with the State Boundary Commission. (Sec. 7, 191)
Boundary Commission:	8. Reviews the petition for conformance to Act 279 and to the rules and regulations of the Boundary Commission and: (Sec. 8, 191)
	 A. Rejects the petition for: 1) Nonconformance with the Act and the Boundary Commission's rules. 2) Containing incorrect statements.

B. Returns the petition to the petitioners, together with their reasons and certificate of rejection, or

- C. Declares to the petition legally sufficient and orders a public hearing on the petition.
- 9. Notifies the city and county clerks of the affected municipalities of the public hearing by certified mail at least 30 days before the date. (Sec.8, 191)
- 10. Gives notice of the public hearing at least 7 days before the date by publication in a newspaper of general circulation in the area. (Sec. 8, 191)
- 11. Holds a public hearing on the petition (Sec. 8, 191)
 - A. Not less than 60 or more than 220 days after the filing.
 - B. At some convenient place in the area proposed to be incorporated.
- 12. Considers the reasonableness of the proposed incorporation after considering the criteria established in Section 9. (Sec. 8, 191)
- 13. Determines whether to: (Sec. 10, 191)
 - A. Deny the proposed incorporation.
 - B. Approve the petition.
 - C. Revise the boundaries set forth in the petition, giving reasons for revisions and approval.
- 14. Adopts a resolution to: (Sec. 10, 191)
 - A. Deny the petition, giving its reasons for denial, or
 - B. Approve the petition, giving its reasons for approval, or
 - C. Revise the boundaries set forth in the petition and approve, giving its reasons for revisions and approval.
- 15. Sends a certified copy of its denial order to the petitioner and to each affected county, city, village or township clerk. (Sec. 10(2), 191)

- 16. Notifies the petitioner and each affected county, clerk, village or township clerk of its approval order and date. (Sec. 10(3), 191)
 - Note 1: The Commission's approval order is final 45 days after the date of the order unless a proper petition requesting a referendum is filed with the Commission within this 45 day period.
 - **Note 2:** The following steps 17 through 22 could apply if residents wish to file a referendum petition.
- 17. Circulate a petition asking for a referendum on the incorporation question. (10(3), 191)
 - Note: This petition must be signed by at least 5% of the registered electors residing in the area approved for incorporation by the Commission.
- 18. File the referendum petition with the commission within 45 days of the Commission's approval order. (Sec. 10 (3), 191)
- 19. Verifies the validity of the referendum petition. (Sec. 10(4), 191)
- 20. Instructs the Executive Secretary to consult with the affected clerks to determine a possible referendum election date.
- 21. Orders an election to be held in the area approved for incorporation (Sec. 10(4), 191)
- 22. Specifies a date after the election on which the Commission's approval order shall become final if the proposal is approved by the voters. (Sec. 10(4), 191)
 - **Note**: Should the voters approve of the proposed incorporation or should no referendum petition be filed, the following steps would apply.
- 23. Sends a certified copy of the Commission's approval order to the petitioner and the clerk of

Voters in the Area Approved for Incorporation:

Referendum Petitioners:

Boundary Commission:

- each affected county, city, village or township and to the Secretary of State. (Sec. 10(5), 191)
- 24. Orders the election of the 9 charter commissioners at the next general election if it occurs not less than 40 days or more than 90 days after the order is issued. (Sec. 10(3), Sec. 10(5), 191), (117.8)
 - Note: Although (117.8) states 40 days, this would be impossible since charter commission candidates must file their nominating petitions a minimum of 49 days prior to election day.
- 25. Orders a special election for the election of 9 charter commissioners if a general election is not to be held within 90 days. (117.8)
- 26. Directs the clerk of each affected municipality to immediately issue public notice of:
 - A. The election of a charter commission.
 - B. The qualifications for charter commissioners.
 - C. The last day for filing nominating petitions for the office.
 - D. Number of signatures required.
 - E. Where to obtain nominating petition forms.
- 27. Files a petition with the county clerk on or before 4 P.M., EST, of the same day of the week, 7 weeks prior to the day of the election. (OAG No. 1165, Biennial Report 49-50, p. 516; MSA 6.551)
 - Note 1: A candidate must be an elector of the territory proposed to be incorporated. (117.15)
 - Note 2: The nominating petition must be signed by 20 qualified electors residing in the territory proposed to be incorporated. (117.15)

Each Charter Commission Candidate:

Boundary Commission:

County Clerk:

Each Village and Township Clerk:

Electors:

Election Inspectors:

Village, Township or County Board of Canvassers:

- 28. Requests the county clerk to have ballots printed in accordance with the Boundary Commission's prescribed form. (117.15)
- 29. Prepares the ballot for charter commissioners and places at the head of the ballot the statement, "candidates for the members of the charter commission". (117.15)
- 30. Arranges for the election of the charter commissioners. (117.10)
- 31. Gives notice of the date and purpose of the election, as follows: (117.10)
 - A. Publishes in 1 or more newspapers published within the district at least once a week for 4 weeks before the election.
 - B. Posts like notice in at least 10 public places in the district not less than 10 days before the election.
- 32. Vote for charter commissioners. (Sec. 10, 191)
- 33. Make returns to the local clerk(s) who when take the returns to the county clerk the day after the election. (MSA 6.1809)

Note: "In local elections to be canvasses by the board of county canvassers which are not held in conjunction with a county or state election, the election inspectors shall deliver both sealed envelopes to the local clerk who shall deliver them to the county clerk prior to 11 A.M. on the day following the election." (C.L. 168.809, MSA 6.1809)

- 34. Make returns to county clerk where the greater part of the proposed city is located if in more than 1 county. (117.12)
- 35. Canvasses the vote for charter commissioners on the first Thursday following the election. (117.12)

Note: PA 65 of 1968 (MSA 6.1020(1)) established a 4 member board of canvassers in every city and township having more than 5 precincts,

in each county with less than 1 million population, notwithstanding any statutory or charter provisions or any other rule or law to the contrary.

- 36. Certifies the election of the 9 persons receiving the highest vote to the successful candidates and the Boundary Commission. (117.15)
- 37. Serves notice on charter commission to convene within 10 days.
- 38. Convenes within 10 days after the election and takes the constitutional oat of office. (117.15)
- 39. Certifies to the Boundary Commission that the first meeting has taken place.
- 40. Chooses its own officers. (117. 15)
- 41. Establishes the rules for its proceedings. (117.15)
 - Note 1: The charter commission has the power to fill vacancies in its membership.
 - Note 2: Five or more of its members shall constitute a quorum.
- 42. Keeps a journal and when requested by a member enters roll call votes in the journal. (117.15)

Note: Although (117.15) provides that the charter commission shall frame a charter within 90 days after taking the oath of office, this is not deemed to be a mandatory limit, but it directory only. (OAG No. 2367, 1955, Vol. 1, p. 776; OAG Biennial Reports, 1914, p. 70)

- 43. Drafts a proposed charter.
- 44. Sends the proposed charter to the Governor for his approval. (117.22)
- 45. Reviews and approves the proposed charter, signs it and returns it to the charter commission, (117.22), or

Boundary Commission:

Charter Commission:

Governor:

Charter Commission:

- 46. Returns the proposed charter to the charter commission with a statement of his objections. (117.22)
 - **Note:** The two steps below would apply only when the Governor has expressed objections to the proposed charter.
- 47. Spreads the reasons for the Governor's objections upon its records. (117.22)
- 48. Reconsiders the charter in the light of the Governor's objections. (117.22)
- 49. Provides the manner of nominating the candidates for the first elective officers provided for in the proposed charter. (117.15)
 - **Note**: Steps 49 through 55 should be set forth and provided for in the schedule portion of the proposed charter.
- 50. Fixes the date of the first city election and referendum on the proposed charter. (117.15)
 - Note 1: The charter commission provides all other things that are necessary for the conduction of the election of the first elective officers of the proposed city.
 - **Note2:** This election is held in conjunction with the referendum on the proposed charter.
- 51. Publishes the proposed charter at least once in 1 or more newspapers published in the proposed city, not less than 2 weeks or more than 4 weeks preceding the election. (117.15)
 - A. Includes a notice of the election and that on the date fixed the question of adopting the proposed charter will be voted on.
 - B. Assures that the elective officers provided for in the charter will be elected on the same date.
- 52. Posts notices of the election in at least 10 public places within the proposed city, not less than 10 days prior to the election. (117.15)

- 53. Provides 1 or more polling places for the election and posts notices of their location in at least 10 public places not less than 10 days prior to the election. (117.15)
- 54. Appoints the election inspectors. (117.115)

Note: Election procedures should follow the requirements of the state election laws.

- 55. Submits the prepared charter to the electors of the affected territory for their approval or rejection. (117.22)
- 56. Approve or disapprove the proposed charter. (117. 22)
- 57. Make returns to the local clerk(s). (MSA 6.1809)
- 58. Take the returns to the county clerk the day after the election. (MSA 6.1809)

Note: See note under step 33.

59. Canvasses the vote for and against the charter. (MSA 6.1030(1))

Note: See note under step 33.

Village, Township or County Board of Canvassers:

*NOTE: FOLLOW STEPS 60 THROUGH 64 ONLY IF CHARTER IS APPROVED

Charter Commission:

Electors:

Election Inspectors:

Local Clerks:

60. Files a copy of the approved charter with the Boundary Commission.

Charter Commission and Boundary Commission:

- 61. Secure certificates from the boards of canvassers showing: 117.13
 - A. The total number of votes case if a referendum election on the question of incorporation was held, including the votes cast for and against the question.
 - B. The votes received by each charter commission candidate.

- C. The votes for and against the charter
- D. The votes for all candidates for the new city's first elective officers.
- 62. Attach to the initiatory petition every resolution, affidavit or certificate necessarily following the petition, including the certificates of step 61. (117.13)
- 63. File the initiatory petition and its attachments along with 2 copies of the charter with the county clerk or clerks and the Secretary of State. (117.13 and 117.24)
- 64. Each record the copies of the petition and its attachments in a book to be kept for that purpose. (117. 13)
 - Note 1: Either of such records or certified copies shall be prima facie evidence of the incorporation. Upon filing, the charter becomes law unless a later date is set in the charter.
 - Note 2: Should the proposed charter be rejected, the person receiving the most votes for mayor, serves as de facto officer until a mayor is elected and qualified pursuant to a charter approved by the electors. In such event, steps 65 through 67 may be taken.
- 65. Reconvenes the charter commission if no petition is filed for election of a new charter commission. (117.16)
- 66. Revises the proposed charter for resubmission to the electors. (117.16)
- 67. Resubmits the proposed charter to the electors. (117.16)

Note: If, on submission of a second charter, a favorable vote is not obtained, the incorporation proceedings shall be ended. If a charter has not been adopted within a period

County Clerk(s) and Secretary of State:

De Facto Officer:

Charter Commission:

of 2 years following the date of the commission's order becomes final, or if within the 2 year period the charter commission does not reconvene within 90 days after the defeat of the first proposed charter, the incorporation proceedings are ended. (Sec. 10(6), 191)

68. May petition the de facto mayor for an election to select a new charter commission, by filing the signatures of 300 qualified electors. (117.17)

Note: Must be filed within 10 days of the canvass of the vote on the charter.

- 69. Certifies upon the petition that it contains the required number of signatures. (117.17)
- 70. Files the petition with the Boundary Commission. (117.17)
- 71. Gives notice to the filing of the petition in the same manner as upon the filing of the original incorporation petition. (117.17)
- 72. Orders the election of a new charter commission in the same manner as the first charter commission.
- 73. Repeat the procedures of electing a charter commission, drafting a charter and voting on the proposed charter. (117.17)

Qualified Electors:

De Facto Officer:

Boundary Commission:

Electors of the Affected Territory:

WEDNESDAY, FEBRUARY 28, 2007 COMMENTS, CONCERNS, QUESTIONS

At an Open House to review the "Draft" Report of the City Study Committee the following comments, concerns, and question were raised.

- What would be the legal cost to go through this process? John Coy mentioned that in the report on page 3, table 2 Transition costs were outlined. One of the items under one-time expenses is Name Change, Application Fees, Legal, etc. The Committee estimated that legal cost would be between \$10,000 and \$15,000.
- A concern was raised about Police contracting. It was discussed that whether Dexter is a Village or a City will not change our choices with regard to contracting for police services or pursuing other options.
- The 3rd item listed as an advantage A city gets more respect from other Cities, County and the State than a Village. Doesn't the Village get respect now? John Coy shared a "for instance" to clarify this advantage, when setting up the Village's Local Development Finance Authority; the legislation left Village's out. Mr. Bishop traveled to Lansing to get Village's included in this legislation so that we could pursue an industrial park.
- A question regarding representatives from the City of Chelsea; did officials or residents provide input? John Coy said that Mayor Feeney and Jack Merkel, a business owner, were asked to attend one of our meetings. Also John Coy personally had spoken with several residents from the City.
- A concern from the previous question that some residents in Chelsea wished they had turned down City status.
- A question about the Building Department Function. Currently the village uses the County Building Department. There is no requirement for a City to create its own Building Department.
- A concern was raised that the sole purpose of becoming a City is to bring the Sloan/Kingsley property into the City. A related question was raised whether the Sloan/Kingsley debate should be left out of the decision to become a City and whether it is possible for Council to allow the City Study Committee to resolve annexation issues. John Coy said that pursuing City

status is not about becoming larger. Ongoing issues surrounding the political debate on the Sloan/Kingsley property will be worked through regardless of Village or City status. As a City, the annexation request would go to the State Boundary Commission, which some believe makes the process easier as it moves the political debate out of the local arena. The mission of the City Study committee was to evaluate if becoming city should be pursued at this time. The Village Council deals with questions about annexation.

- The concern over growing pains and whether the committee talked to an established City like Saline for advice. It was felt that many occasions to get advice from established City's like Saline would occur throughout the process of becoming a City.
- A question about tax tribunal or Boards of Review, as a City Dexter would be required to create a Board of Review to determine hardship cases.
- Reference was made to minutes from a 1990 Village Council meeting that
 included discussion of a new DPW facility, Village Hall, becoming a City
 and purchasing a fax machine. The village will complete construction of its
 DPW facility this summer, pursue options for a Village Hall, and hopefully
 follow through on the steps to becoming a City.
- One written comment: "As a citizen, I don't think that the Village should pass up the opportunity to annex land as part of this process. Township zoning of a house per acre is not sustainable."

BASIC STRUCTURE OF HOME RULE CITIES

One of the tasks undertaken by the Citizen Committee is to detail the basic structure of a Home Rule City. The concept of Home Rule Cities was established by the Michigan Constitution of 1908 and implemented by the enactment of the Home Rule Cities Act, Public Act 279 of 1909. The Act provides for a general grant of rights and powers. The Act grants broad powers to all cities and allows each one the flexibility and latitude to accommodate its own local needs. Becoming a Home Rule City affords the citizenry an opportunity to establish a modern governmental organization by the adoption of a Home Rule City Charter.

The predominate advantage of Home Rule is that the local citizenry can best address the needs of the community and thereby formulate a government organization that will best establish economic efficiency and promote the specific needs of the community.

Incorporation as a Home Rule City and the adoption of a Home Rule Charter guarantees the highest degree of self-determination and control of the community's destiny. The Home Rule Cities Act required that certain mandatory charter provisions must be provided for in a Home Rule City Charter.

The most significant mandatory charter provision include the following:

- 1. City government organization
- 2. Election procedures
- 3. Taxation powers and procedures
- 4. Public records.
- 5. Annual appropriation
- 6. Levy, collection and return of state, county and school taxes
- 7. Provide for peace, health and safety
- 8. Adoption, amendment, repeal and publication of ordinances
- 9. Uniform system of account

Other permissible Charter Provisions include, but are not limited to the following:

- 1. Borrowing power
- 2. Limitations on borrowing power
- 3. Zoning and condemnation
- 4. Sewer
- 5. Lighting
- 6. Transportation
- 7. Street plans
- 8. Water courses
- 9. Acquisition, lease and sale of property
- 10. Bonds
- 11. Voter referendums

The primary change in status from a Village to a City results in new legal responsibilities formerly carried on by the township:

- 1. Assessing property- The community can hire or contract for city assessing services.
- 2. Collecting County, School, and special taxing authorities taxes
- 3. Conducting County, State and National elections
 - a. Maintain voter registration lists
 - b. Provide voting facilities and equipment

AGENDA 3-26-01



Memorandum

To:

Village Council

Donna Dettling

From:

Allison Bishop

Re:

Tree Board Recommendation

2007 Spring Tree Planting Project

Date:

March 26, 2007

TREE BOARD RECOMMENDED TREE PLANTING CONTRACTOR

The Tree Board has recommended that Ann Arbor Landscaping be used for the 2007 spring tree planting within the Village of Dexter. Ann Arbor Landscaping completed the 2006 spring tree planting and has agreed to offer the same pricing again in 2007. Attached is the statement for 2006 pricing provided to the Village on February 5, 2007. Ann Arbor Landscaping was the low bidder in 2006 and the Tree Board was very satisfied with the plant material, planting techniques, attentiveness to requests from the Village and survival rate.

Ann Arbor Landscaping has agreed to \$225 per tree, installed with a one-year warranty.

2007 TREE BOARD RECOMMENDED PLANTING LOCATIONS

Last year the Tree Board wanted to direct their attention to areas of the Village void of trees and that did not require prioritizing specific residential areas. The Tree Board focused their efforts on Baker Road and Dan Hoey Road, public property. There was a very positive reaction from the community and the Tree Board hopes to continue planting trees in similar areas over the next few years.

This year the Tree Board has recommended that twenty (20) trees be purchased and planted in three (3) areas.

- Approximately 10 trees at Dan Hoey Road/DAPCO Bill Tupper has agreed to pay 1. $\frac{1}{2}$ of the cost of the trees. (\$225x10=2250/2=\$1125)
- Approximately 5 trees at the entrances to the schools along Dan Hoey Road. 2.
- 3. Approximately 5 trees along Dexter Ann Arbor Road between Huron View Court and Meadowview. (MAV to be contacted about cost share participation)

The Tree Board therefore recommends that \$3,375 be spent from 101.285.000.731.001 for new trees throughout the Village.

RESIDENT PARTICIPATION TREE PLANTING AND REMOVAL

This year is the LAST year that the State of Michigan will be offering the Emerald Ash Borer Tree Replacement Grant. The Village has offered residents a cost share opportunity to replace ash trees for \$100. Trees actually cost the Village \$225, plus \$50 for the removal of a 3-4" diameter ash tree. Larger tree removals are bid out to contractors specializing in tree removal.

The Tree Planting Program is also available for non-ash tree replacements. For \$150 a resident can get a tree removed and replaced.

Attached is the spreadsheet for this year's tree orders. Included in the spreadsheet are tree purchases recommended by the Parks Commission for Community Park and new trees recommended for planting by the Tree Board.

The spreadsheet shows the resident cost and the village costs. The TOTAL cost is a combination of both. The actual bill from Ann Arbor Landscape will be approximately \$10,500.00, however approximately \$4,100 is actually paid for by residents.

The project is within the budget and funded out of the following three funds:

101.285.000.731.001 – Trees – Budgeted amount \$15,000

101.285.000.731.003 - Park Trees - Budgeted amount - \$3,000

101.285.000.803.000 - Contracted Services - \$30,000

ACTION REQUESTED

WHEREAS the Village of Dexter wishes to continue to improve the Village's urban forest and maintain the health, diversity and age of the trees within the urban forest; and

WHEREAS Ann Arbor Landscape conducted the 2006 Spring Tree Planting with great success, plant material, planting technique and survival rate; and

WHEREAS Ann Arbor Landscape was the low bidder in the 2006 bid process and has agreed to providing the same pricing for the 2007 Spring Planting; and

WHEREAS the Village wished to complete the spring planting by May 2007 and therefore needs to have the final tree order to Ann Arbor Landscape by March 27, 2007; and

WHEREAS the Village of Dexter Tree Board has recommended that Ann Arbor Landscape be the contractor to conduct the 2007 Spring Tree Planting;

NOW, THEREFORE, BE IT RESOLVED that the Village of Dexter does hereby award the 2007 Spring Tree Planting bid to Ann Arbor Landscaping, 3200 East North Territorial Road, in the amount not to exceed \$15,000 for the installation of at least sixty-six (66) trees at various locations through the Village of Dexter, including Parks. The award is based on Ann Arbor Landscapes 2006 low bid, 2006 pricing extension and the success of the 2006 planting.

BE IT ALSO RESOLVED that Ann Arbor Landscaping be the contractor that provides service for the 2007 Resident Participation Program at the same price as the 2006 spring planting bid and provide tree removals for trees that do not exceed 4 inches in diameter.

BE IT ALSO RESOLVED that the Village Administration and Tree Board will administer the project and contract.

Please feel free to contact me prior to the meeting with questions.

Thank you,

Village of Dexter Tree Planting Spring 2007 Ann Arbor Landscape

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LANDSCAPING ESTIMATE

AN	N ARBOR
_	INC.
AN	DSCAPING

John Reding 3200 E. N. Terr. Ann Arbor, MI 48105 (734) 665-3311 FAX (734) 665-9481

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8140 Main st.	
Oester M: 48130	
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P1 22			TOTAL			TOTAL

P122

PAGE1



Memorandum

To:

Village Council

Donna Dettling

From:

Allison Bishop

Re:

Parks Commission Sign Purchase Recommendation

Date:

March 26, 2007

PARKS COMMISSION RECOMMENDED SIGNAGE FOR COMMUNITY PARK

After months of research and review the Parks Commission has recommended that the attached signage be purchased for installation at Community Park. The Parks Commission also recommends that the same signage theme be carried throughout the remaining Village parks in the future, i.e. Warrior Creek Park, Lions Park and First Street Park.

The Parks Commission began working with EnviroSigns several months ago and has gone through multiple drafts and mock-ups of possible signage. The proposed signage was chosen primarily due to minimal maintenance requirements, graphics, and similarities in shape and color to the downtown signage. The cost estimate from EnviroSigns it attached for your review.

There is currently no funding available for signage at Community Park; therefore it is recommended by the Parks Commission that a budget amendment be made to permit the purchase and installation of a permanent sign at Community Park.

ACTION REQUESTED

WHEREAS the Village of Dexter Parks Commission has recommended the purchase and installation of signage for Community Park to identify the Village park; and

WHEREAS the Parks Commission has put time and effort into a sign design that can be used throughout the Village's Parks; and

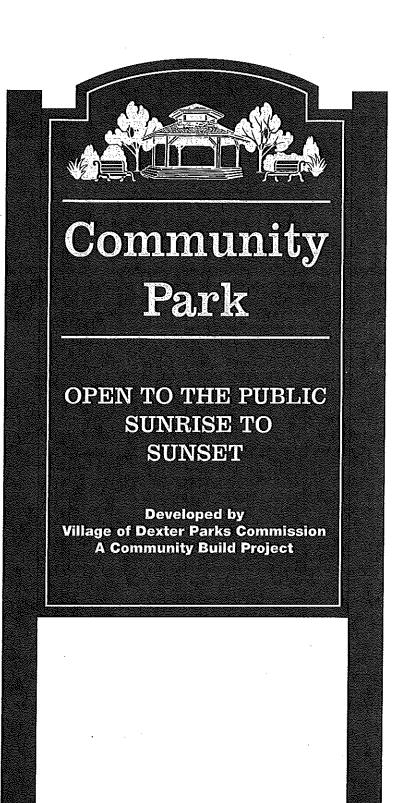
WHEREAS the sign design and materials have been recommended due to the limited maintenance requirements, graphics, and similarities in shape and color to the downtown signage theme; and

WHEREAS the Parks Commission has recommended that the signage be purchased from EnviroSigns;

NOW, THEREFORE, BE IT RESOLVED that the Village Council of Dexter supports a budget amendment of \$2500.00 for purchase and installation of park signage for Community Park from EnviroSigns and as recommended by the Village of Dexter Parks Commission.

Please feel free to contact me prior to the meeting with questions.

Thank you,



Estimate

Page 1 of 2

EnviroSians

2417 CLEVELAND AVE NW CANTON, OH 44709

ph. 888-492-5377 fax 330-456-6999

email: bob@envirosigns.com

Estimate:

01 888672

Printed

3/22/2007 11:13:05AM

Description:

Single Sided Enviropoly Sign

Prepared For: Allison Bishop Company:

Village of Dexter

ph: (734) 424-3720 fax: (734) 262-9071

email: abishop@villageofdexter.org

Allison,:

Thank you for considering Akers Envirosigns for your sign needs. The quotation we discussed is attached below.

Any changes made during the course of this estimate could change the original estimated price. These changes can be made as needed by the customer or Akers Envirosigns. The customer will receive a requote at that time if the cost of the estimate changes.

Estimates are subject to change 60 days after they are given.

DEPOSIT: Please include a deposit of 1/3 the total cost along with the approved estimate. The job cannot be entered in the production schedule until we receive the deposit.

We do accept government purchase orders.

Balance is due upon receipt of the merchandise.

If you have any questions, please don't hesistate to call.

If you wish to proceed with this as an order fax a signed approval of estimate to 330-499-1995. Work will proceed upon receipt of deposit.

Thank you

Bob Blick

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Tota
1 Envirop	oly .	1	1	48	80	\$1,352.00	\$1,352.00
Color:	GRN/BG/GRN						
Description:	2-color plastic material - Very Dura most recycled material grant requir	•	le - Wh	en comb	ined wi	th our 100% recycle	ed posts, will meet
Text:	routed logo see customer aspproved sketch						-
2 Design	Services	1	1	2.5	1	\$188.00	\$188.00
Color:							
•	Taking the existing logo - turning it	into vector file:	s so tha	at it is ro	utable.		
Text:							
Text: 3 5X5 Gre	en Enviroposts	2	1	10	1	\$140.00	\$280.00
3 5X5 Gre	en Enviroposts Green	2	1	10	1	\$140.00	\$280.00
	Green	2	1	10	1	\$140.00	\$280.00

Estimate

Page 2 of 2

EnviroSigns

2417 CLEVELAND AVE NW CANTON, OH 44709

ph. 888-492-5377 fax 330-456-6999

email: bob@envirosigns.com

Estimate:

01 888672

Printed

3/22/2007 11:13:05AM

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
4 Routing & Drilling	Posts	2	· 1	1	· 1	\$25.00	\$50.00
Color: Description: Routing	& Drilling Posts and Drilling	sign for easy	custor	ner insta	H	•	
Text:					•		

Color:

Description: Shipping costs are estimated and include crating/packaging charges if applicable.

Text:

Notes:

Line Item Total: \$2,105.00
Tax Exempt Amt: \$2,105.00
Subtotal: \$2,105.00
Taxes: \$0.00
Total: \$2,105.00

Company: Village of Dexter 8140 Main St Dexter, MI 48130

Received/Accepted By:

I - I

No proof needed: (initial/date)____/___/

Memorandum

To:

Village Council

Donna Dettling

From:

Allison Bishop

Re:

Smith Woods and Miller Preserve shared parking and signage agreement

Recommendation from Parks Commission

Date:

March 26, 2007

On February 20, 2007 the Parks Commission supported Village Council enter into an agreement with the Washtenaw County Parks and Recreation Commission (WCPARC) to share the parking lot at Smith Woods for access to the County's recently purchased Mill Preserve property located west of Smith Woods.

On February 20, 2007, Tom Freeman from WCPARC presented the included information to the Parks Commission and requested that the County cooperate with the Village for access and signage to Smith Woods Preserve and the Miller Preserve. The County proposes to make minor improvements to the parking lot, including adding gravel, a fence or bumper blocks and repairing the existing access gate. The County also proposed to design, fund, and install signage recognizing both the Village and the County and the cooperative effort.

The Village has subsequently been working with Dykema Gossett to prepare a shared license agreement for the County's use of the property. The enclosed document has been reviewed and recommended by the Parks Commission, Village staff and attorney's as well as the County staff and attorneys.

ACTION REQUESTED

WHEREAS the Village of Dexter Parks Commission has recommended that the Village Council enter into the license agreement for shared access, parking and signage for the Smith Woods Preserve and Miller Preserve; and

WHEREAS the Village Parks Commission, staff and attorney's have reviewed and recommended the License Agreement; and

WHEREAS the Village supports the cooperation and coordination with the Washtenaw County Parks and Recreation Commission to advance the access to natural areas in the Dexter Area;

BE IT THEREFORE FUTHER RESOLVED that the Village of Dexter enters into the License Agreement between the Village of Dexter and the Washtenaw County Parks and Recreation Commission for shared parking lot access and signage to the Smith Woods Preserve and the Miller Preserve.

Please feel free to contact me prior to the meeting with questions. Thank you,



Smith Woods Park & Albert J. Miller Preserve

Proposed Improvements

Prepared for:

Parks Commission Village of Dexter Alan Green, Chair

February 14, 2007



Washtenaw County Parks and Recreation Commission

Background:

The Albert J. Miller Preserve was purchased in September 2006 from Susan Miller and named in honor of her father. This I2 acre site is directly to the west of the Smith Woods Park (Village of Dexter) and together they create a 29-acre patch of protected land. The adjacency to an existing park, the lack of invasive species in the woodland, numerous pocket wetlands and remnant prairie species all contributed to the recommendation to acquire the Albert J. Miller Preserve.

The County intends to use this site as a nature preserve with rustic walking trails. These trails are for use by the general public as well as by County Parks Naturalists leading interpretive nature walks.

Proposed Improvements:

The Albert J. Miller Preserve is located near Dexter-Chelsea Road but has no direct road frontage. Visitors can access the Washtenaw County portion of the preserve through Smith Woods Park, which has a parking area and rustic nature trails.

The County proposes to work with the Village of Dexter in order to facilitate public access to both sites and provide a unified experience of the entire 29-acre natural area.

Specific projects would include:

- Installing an entry sign visible from Dexter-Chelsea Road with the logos of both the Village of Dexter and Washtenaw County Parks and the names of both sites. (draft attached)
- As an alternative to this, the Washtenaw County sign can be placed at the boundary of the preserve. (draft attached)

Installing a kiosk showing the trail map for both sites, park boundaries for both sites and park rules. (drawing attached)

- Installing "No Hunting" and "Property Boundary" signage at key points along the perimeter of the Albert J. Miller Preserve. (drawing attached)
- Creating trails on the Albert J. Miller Preserve that connect to and extend the existing trails in Smith Woods Park.
- Resurfacing the existing parking lot with fresh gravel.

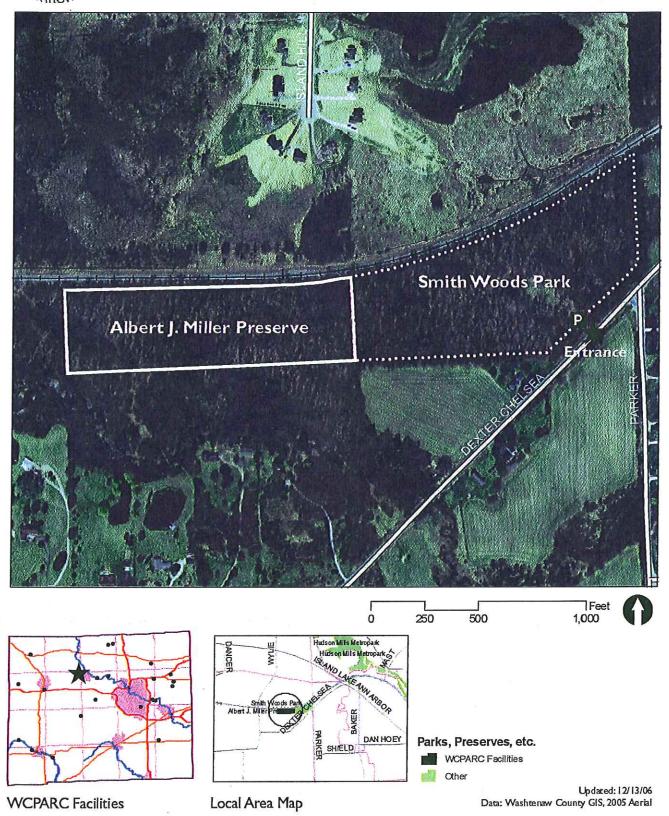
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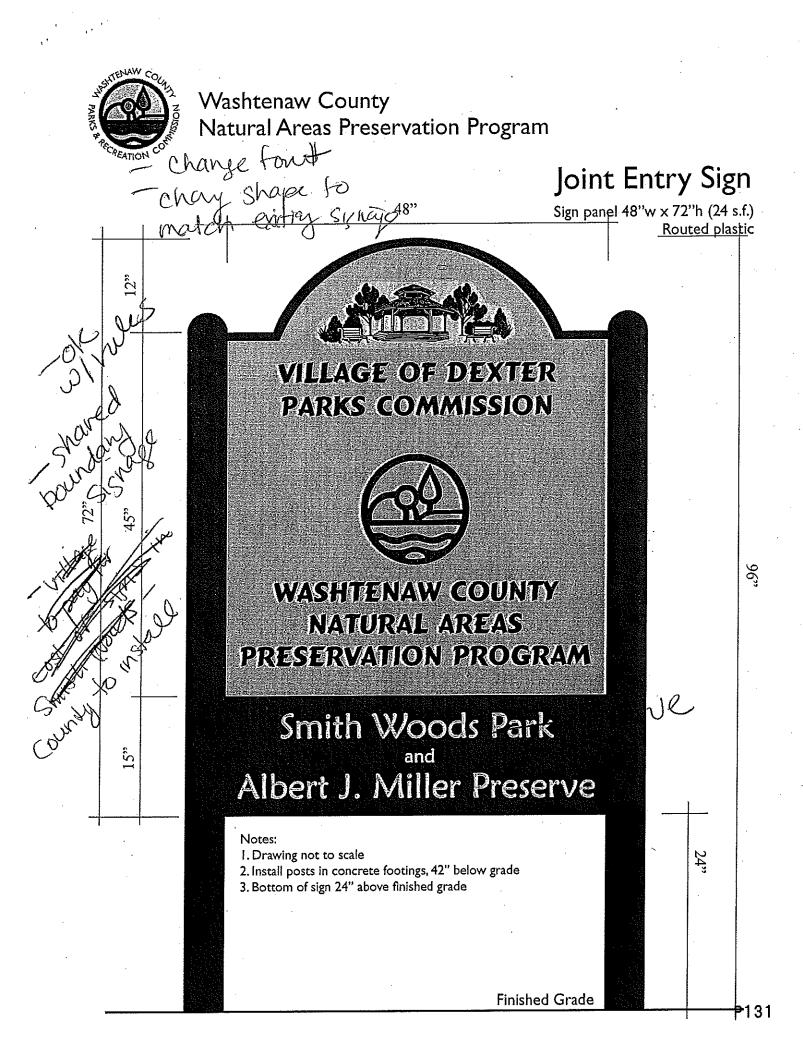




Albert J. Miller Preserve

Dexter-Chelsea Road (via Smith Woods Park) Lima Township

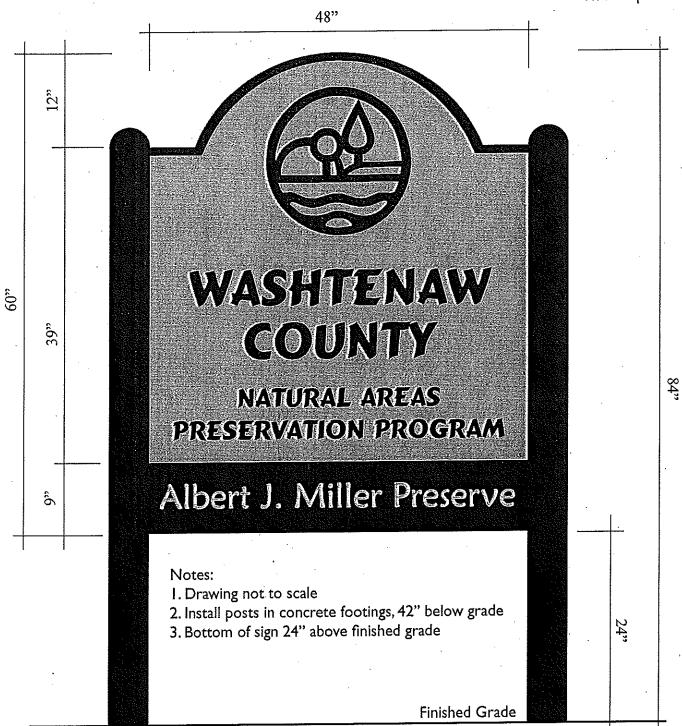


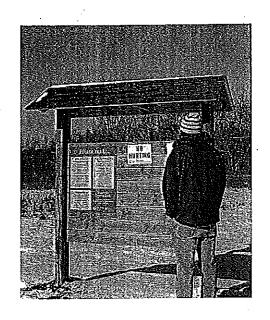




Entry Sign

Sign panel 48"w x 60"h (20 s.f.) Routed plastic

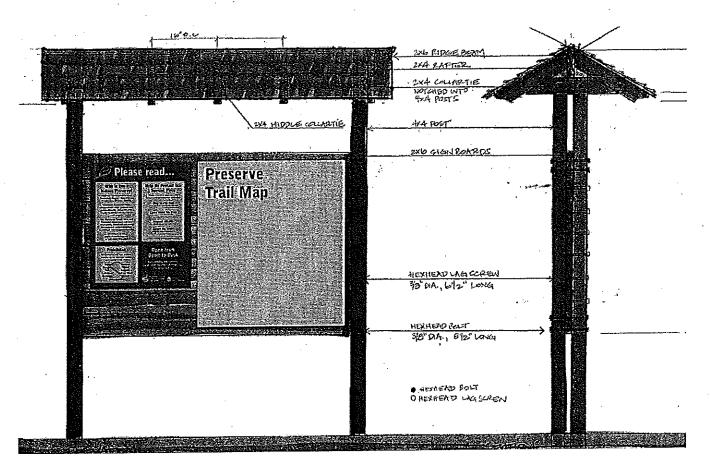




Trailhead Kiosk

Includes: General Information/Rules Sign Preserve Map

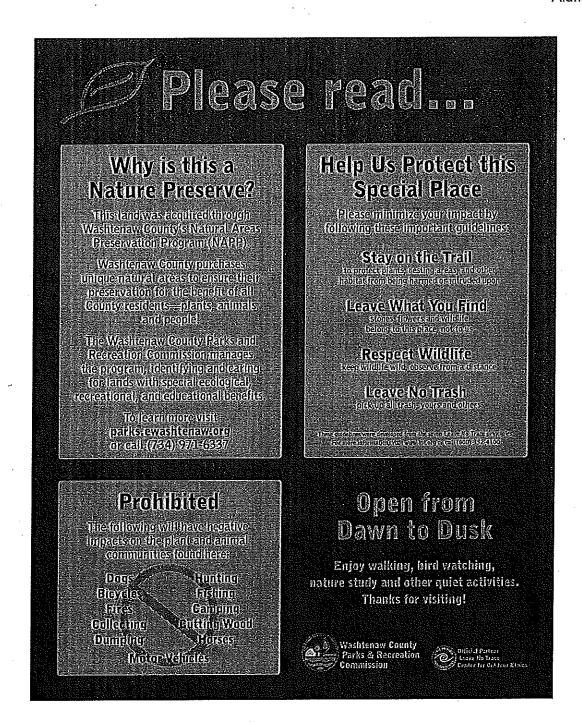
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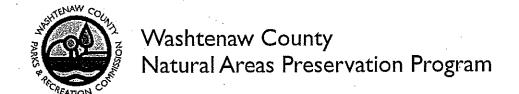




General Information/Rules Sign

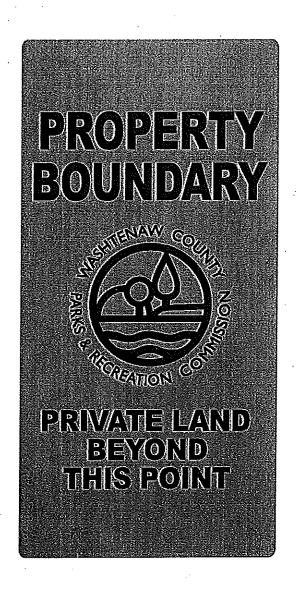
24"w x 30"h Aluminum

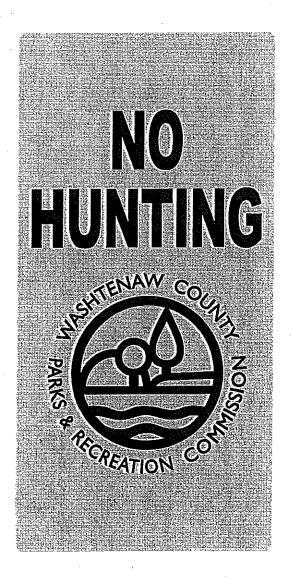


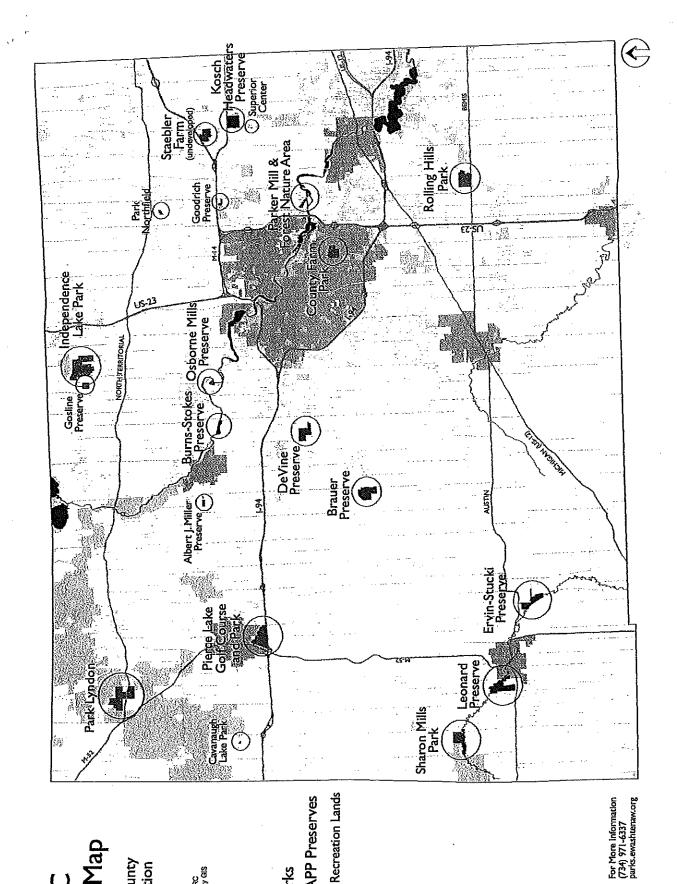


Boundary Signage

6"w x 12"h Aluminum







Facilities Map WCPARC

Washtenaw County Parks & Recreation Commission

Updatad; December 8, 2006 Map Author: Lyran Berni, WCPARC Data Source; Washtenaw County GIS

Legend

County Parks

Other Public Recreation Lands County NAPP Preserves

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter referred to as the "License") made this day of March, 2007, by and between the Village of Dexter, with its principal place of business located at 8140 Main Street, Dexter, Michigan 48130-1092 (hereinafter referred to as the "Licensor"), and Washtenaw County, by the Washtenaw County Parks and Recreation Commission, with its principal place of business located at 2230 Platt Road, P.O. Box 8645, Ann Arbor, Michigan 48107 (hereinafter referred to as the "Licensee").

WITNESSETH:

Whereas, Licensor is the fee owner of a certain parcel of real property located north of Dexter-Chelsea Road and west of North Parker Road commonly know as the Smith Woods Preserve (hereinafter referred to as the "Licensor's Property"), which is a park and nature area available to the public; and

Whereas, Licensee is the fee owner of a certain parcel of real property located west of Licensor's Property which was acquired under the Natural Area Preservation Program and is a park and nature area available to the public (hereinafter referred to as the "Licensee's Property"); and

Whereas, Licensee is desirous of obtaining a license to enter and non-exclusively use the parking facility located on the Licensor's Property (hereinafter referred to as the "Parking Premises") for the purpose of providing parking facilities in conjunction with Licensee's use of a certain parcel of real property adjacent to, and directly west of, the Property which is commonly known as the Miller Preserve (hereinafter referred to as the "Permitted Parking Use"); and

Whereas, Licensee is desirous of obtaining a license to enter and use a portion or portions of the Licensor's Property at a location or locations to be determined and approved by Licensor (hereinafter referred to as the "Signage Premises") for the purpose of installing, maintaining, and replacing when necessary, a sign or signs, as approved by Licensor, to jointly identify the Miller Preserve and the Smith Woods Preserve (hereinafter referred to as the "Entrance Sign"), to direct users to the Property entrance (hereinafter referred to as "Road Signs"), and to convey information to users of the Property as deemed appropriate by both parties (hereinafter referred to as the "Trailhead Kiosk"). The Entrance Sign, the Road Signs and the Trailhead Kiosk are hereinafter referred to collectively as the "Permitted Signage"; and

Whereas, Licensee and Licensor wish to share the Parking Premises and Signage Premises as well as access by the public from the Parking Premises to both Licensor's and Licensee's Property as described above. Licensor and Licensee also wish to share the Permitted Signage for purposes of educating and enhancing the public's use of Licensor's and Licensee's Property; and

Whereas, Licensor is desirous of protecting and preserving the native ecological diversity, heritage, and integrity of the Licensor's Property, Licensee agrees to restrict the use of the Licensee's Property to non-motorized activity, with the exception of occasional low-impact

maintenance and the Permitted Parking Use, and to prohibit such other activities that Licensor determines would have a negative impact on plants and/or animals found there (hereinafter referred to as the "Permitted Activities"); and

Whereas the Parking Premises and the Signage Premises are hereinafter collectively referred to as the "License Premises" and the Permitted Parking Use, the Permitted Signage, and the Permitted Activities are hereinafter collectively referred to as the "Permitted Uses"; and

Whereas, Licensor has agreed to allow Licensee to enter and use the License Premises for the Permitted Uses described herein, subject to and in accordance with the terms and conditions of this License; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

- 1. Licensor hereby grants to Licensee a revocable license to enter and non-exclusively use the Licensor's Property for the Permitted Uses and to allow the public to travel over Licensor's Property to access Licensee's Property subject to such rules, restrictions, and conditions as Licensor and Licensee may mutually agree upon.
- 2. This License does not intend to grant, nor shall it be construed to convey any interest in the License Premises other than the interest granted by this License. Licensor certifies, represents, and declares that it has no title in and to the License Premises of Licensor nor to any portion thereof and has not, does not, and will not claim any such title nor easement over the License Premises of Licensor.
- 3. All activities, operations or functions performed by Licensee, its agents, employees, contractors and invitees on and about the License Premises shall be conducted with as little inconvenience as possible to Licensor, or to that portion of the Property not encompassed in the License Premises; and upon the termination as provided in Paragraph 18 hereof, Licensee shall, at its sole cost and expense, promptly remove all property from the License Premises not belonging to Licensor, including, but not limited to, signage, and promptly restore the License Premises to substantially the condition existing as of the date hereof.
- 4. Licensee shall, during the term of this License, keep the License Premises in a safe, clean and proper condition.
- 5. Licensor shall, at all times, have the right to make such use of the Licensor's Property as it deems necessary or useful.
- 6. Licensee agrees that it shall take the License Premises as it finds it, "AS IS", and the Licensor makes no implied or express representations or warranties as to the condition of the License Premises or its fitness for absolutely any purpose whatsoever, including but not limited to, environmental matters, the Permitted Uses set forth in this License, or otherwise. By accepting this License to the License Premises, the Licensee shall be deemed to have waived any right to object to the condition of the License Premises and shall be deemed to have declared its full satisfaction with the condition of the License Premises.

- 7. Licensee shall not suffer or permit any and all liens to stand against the License Premises or any part thereof, or against the interest of Licensee in the License Premises by reason of any work, labor, or services done for, or supplied to, or claimed to have been done for, or supplied to, Licensee or anyone holding the License Premises or any part thereof through or under this License or the Licensee. If any such lien shall at any time be filed against the License Premises, or any part thereof, or against the interest of Licensee or Licensor therein, Licensee shall cause the same to be discharged of record within ninety (90) days after the date of filing the same, by either, payment, deposit or bond. If Licensee shall fail to discharge any such lien within such period, then, in addition to any other right of Licensor, Licensor may, but shall not be obligated to procure the discharge of the same whether by paying the amount claimed to be due by deposit in court or bonding, and/or Licensor shall be entitled, if Licensor so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and allowances. Any amount paid or deposited by Licensor for any of the aforesaid purposes, and all costs and other expenses of Licensor, including reasonable attorneys' fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon from the date of payment or deposit, shall be payable by Licensee, which Licensee shall pay Licensor within five (5) days receipt of the invoice therefor.
- 8. Licensee shall use the License Premises at its own risk and herby assumes all risk of loss resulting from its use of the License Premises as provided herein. All property kept, stored or maintained by Licensee in and about the License Premises will be at the sole risk of Licensee, and Licensor will not be responsible for any damage done to or loss of such property, including, without limitation, any property entrusted to or bailed with employees, agents or contractors of Licensee.
- 9. Licensee agrees that if any governmental agency or other party shall ever require testing to ascertain whether or not there is an environmental violation caused by Licensee, then the reasonable costs thereof shall be reimbursed by Licensee to Licensor upon demand if such requirement applies to Licensee's acts or omissions at or on the License Premises. If any inspection indicates any (i) non-compliance with any environmental law; (ii) damage; or (iii) contamination resulting from Licensee's acts or omissions at the License Premises, Licensee, at its sole cost and expense, shall immediately remedy such non-compliance, damage or contamination. Irrespective of whether Licensor elects to inspect the License Premises, if any environmental problem is found on or about the License Premises, as a result of Licensee's acts or omissions at or on the License Premises, Licensor shall have no responsibility, liability or obligation whatsoever with respect to the restoration and remediation of the License Premises.
- 10. Within one hundred twenty (120) days of the date hereof, Licensee shall at its sole cost and expense (i) resurface the Parking Premises with gravel; (ii) install bumper blocks, bollards, fencing or some other suitable improvements to adequately define the boundary of the Parking Premises; and (iii) repair the gate at the entrance to the Property as necessary to adequately secure the Property from unauthorized vehicular traffic. Licensor and Licensee shall determine mutually agreeable hours during which the Licensor's Property and the Licensee's Property will be open to public use and during what hours such property shall be secured.
- 11. Licensor shall maintain the Parking Premises in a clean, safe, and functional condition as

reasonably determined by Licensor and otherwise in accordance with applicable laws and ordinances.

- 12. Licensee shall be responsible at its sole cost and expense for the ordering, installation, maintenance, and replacement when necessary, of the Permitted Signage or any signs belonging solely to Licensee or used solely on Licensee's property. Licensee shall have all signage used on the Property and the Miller Preserve designed to reflect the partnership between Licensor and Licensee, with appropriate entity names and logos. The design and location of the Permitted Signage on the Licensor's Property shall be subject to the prior review and approval of Licensor and Licensee.
- 13. Licensee shall procure and maintain, at its sole cost and expense, insurance coverage as provided below from an insurance company licensed in the State of Michigan possessing a minimum policy holder's rating of "A":
 - (a) Commercial General Liability Insurance (which includes, but is not limited to including, contractual liability coverage covering claims for bodily injury and property damage occurring on, in or about the Licensor's Property, with minimum limits of One Million Dollars (\$1,000,000.00) single limit per occurrence; and
 - (b) Worker's Compensation Insurance with statutory limits or a state certificate of self-insurance, and Employer's Liability Insurance for not less than One Hundred Thousand Dollars (\$100,000.00).

The commercial general liability policy shall name Licensor as an additional insured with respect to the License Premises. Licensee shall provide Licensor with a certificate of insurance evidencing the coverages required hereunder within ten (10) days after executing this License. Licensee agrees that it shall be solely liable for any deductibles it is required to pay under all such policies. Further, Licensee agrees that it shall be solely liable to the full extent Licensee elects to self-insure any portion of the required insurance coverages specified herein. In the event of any claim for bodily injury or property damage arising from conditions in the Licensor's Property which result from acts or omissions of Licensee, then Licensee shall be responsible for such claims as allowed by law.

- 14. Licensee shall, in the exercise of the rights and privileges granted by this License, adhere to and comply with all laws, ordinances, rules and regulations, including, without limitation, any rules, regulation or orders sent to Licensee by representatives of Licensor, applicable to its activities, operation and work performed upon, or use of, the License Premises which are consistent with the rights and privileges granted herein.
- 15. The parties agree that this License is personal to the Licensor and the Licensee, and therefore, this License is not assignable by either party without the express written consent of both parties and any attempt to assign or otherwise pledge this License shall be deemed automatically void and unenforceable, except as otherwise provided herein.
- 16. This License is granted subject to existing rights, if any, of third parties.
- 17. Licensor, and each person executing this License on behalf of Licensee, hereby warrant

and represent to Licensor that Licensee has full power and lawful authority to enter into this License, and that the execution of this License by such individual(s) is legally binding upon the Licensee in accordance with its terms.

- 18. This License shall terminate, without the necessity of the execution of any further documents upon six (6) months advance written notice of termination given by either Licensor or Licensee to the other.
- 19. Licensor and Licensee agree that the terms of this License which by their nature extend beyond the term, including, without limitation, Paragraphs 6 and 7, shall survive and remain in full force and effect and apply to respective successors and assigns.
- 20. Licensor and Licensee understand, agree and acknowledge that this License has been freely negotiated by both parties and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this License or any of its terms or conditions, there shall be not inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this License or any portion thereof.
- 21. This License supersedes all prior discussions and agreements between the parties with respect to the terms and conditions hereof. This License contains the sole and entire understanding between the parties with respect to the rights, duties and responsibilities of the parties pursuant to this License, and all promises, inducements, offers, solicitations, agreements, representations, warranties heretofore made between the parties, if any, are merged into this License. This License shall not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by or on behalf of the parties in the same manner as this License, and to which the parties have consented in writing.
- 22. This License, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Michigan.
- 23. In the event any provision or portion of this License is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.
- 24. This License may be executed in counterparts, and each executed counterpart shall constitute an original instrument, but such counterparts shall together constitute but one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the Licensor and the Licensee, by and through their duly authorized officer and representatives, have executed this License as of the day and year first above written.